

EXHIBIT C

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

PAGE 1 TO PAGE 147

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DATE	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	DOJ-USA V Vantage Travel, et al, 97-10052-MLW				
1/10/02	Harvey Altergott	221	pgs	2.25	497.25
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[1] [2] [3] [4] IN THE UNITED STATES DISTRICT COURT
 [5] FOR THE
 [6] DISTRICT OF MASSACHUSETTS
 [7] [8]
 [9] UNITED STATES OF AMERICA)
 EX REL LAURENCE SAKLAD.)
 [10] Plaintiffs.)
 [11] vs) CIVIL ACTION
 [12] HENRY R LEWIS.) NO 97-10052-MLW
 [13] HARRY MELIKIAN, AND
 VANTAGE TRAVEL SERVICE, INC.
 [14] Defendants.)
 [15] vs)
 [16] AMERICAN TRAPSHOOTING)
 HALL OF FAME, ET AL.)
 [17] Third-Party Defendants.)
 [18]
 [19] THE ORAL DEPOSITION OF HENRY LEWIS.
 [20] held pursuant to Notice, and the applicable provisions of
 [21] the Federal Rules of Civil Procedure, before Marilyn
 Franklin, a Court Reporter and Notary Public in and for the
 [22] Commonwealth of Massachusetts, at the offices of the United
 States Attorney, 1 Courthouse Way, Boston, Massachusetts, on
 [23] Tuesday, October 16, 2001, commencing at 10 20 a.m.
 [24]
 [25]

Page 3

[1] [2] ALSO PRESENT
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[6] ALAN E DOUILLETTE, Postal Inspector
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(9)

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STIPULATIONS

[1] IT IS HEREBY STIPULATED AND AGREED TO.
[2] by and between the parties and their
[3] respective attorneys, that all
[4] objections, except as to the form of the
[5] questions, shall be reserved until the
[6] time of trial, that the filing of the
[7] deposition be waived; and, that the
[8] witness may read and sign the deposition
[9] without any Notary Public being present
[10]
[11]
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[24]
[25]

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- [1] Q Can you identify the corporate entities that [2] you're referring to when you say Vantage?
[3] A I'm sorry. Could you repeat yourself?
[4] Q Could you identify the corporate entities that you [5] refer to when you say Vantage?
[6] A We have a travel company.
[7] Q What's that called?
[8] A Vantage Telex World Travel.
[9] Q Are there any other companies --
[10] A I'm sorry, Vantage, I think we call it VDMS, [11] Vantage Direct Marketing Services.
[12] Q Anything else?
[13] A Not to my knowledge.
[14] Q What about Vantage Group?
[15] A Could be. I don't know.
[16] Q You don't know what?
[17] A I don't know if that's what the title is.
[18] Q Do you know if there is a company called Vantage [19] Group that you are the CEO of?
[20] A I call it Vantage, okay. Maybe it's Vantage [21] Group, okay. I don't know all the chains or letters or - [22] the organization chart, I guess that's what I'm saying.
[23] Q What about Vantage Financial Services?
[24] A I don't know if we used to call ourself that or [25] not. I'm not sure.

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- [1] D E P O S I T I O N
[2] (10:20:a.m.)
[3] H E N R Y L E W I S , having been sworn by a Notary [4] Public to tell the truth, the whole truth and nothing [5] but the truth, testified upon his oath as follows:
[6] MR. LEVITT: Brian, before we start, on [7] objections, reserved same as Melikian?
[8] MR. LeCLAIR: Fine.
[9] EXAMINATION
[10] BY MR. LEVITT:
[11] Q Mr. Lewis, my name is Peter Levitt. I'm an [12] Assistant United States Attorney. I represent the United [13] States in this case. Would you say your name for the [14] record?
[15] A Henry Lewis, L-E-W-I-S.
[16] Q How are you employed, Mr. Lewis?
[17] A I'm the CEO of Vantage.
[18] Q How long have you been in that position?
[19] A I'm not sure when my title changed. At one time I [20] was the President and CEO.
[21] Q How long have you been employed by Vantage?
[22] A Nineteen years.
[23] Q When you say Vantage, what does that refer to?
[24] A That refers to a travel and fundraising business, [25] I guess that's what you'd say.

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- [1] Q You don't know if Vantage ever had a company [2] called Vantage Financial Services?
[3] A No, I don't.
[4] Q What did you do to prepare for this deposition?
[5] A Brian met me yesterday afternoon.
[6] Q Did you review any documents?
[7] A Yes.
[8] Q What documents did you review?
[9] A I reviewed a side letter.
[10] Q Who was the side letter with, what company?
[11] A I think it was the Texas Grand Lodge. I'm not [12] sure.
[13] Q What other documents did you review?
[14] A He showed me a letter from, I think, 1990-1991, [15] from the Post Office.
[16] Q Who was the letter to?
[17] A It was to me.
[18] Q Do you recall what the letter was about?
[19] A It had a list of groups on there, and referring to [20] some postal matters.
[21] Q What postal matters?
[22] A I don't know.
[23] Q Did you review the document?
[24] A Yeah, I looked at the document and - I did look [25] at the document.

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- [1] Q What was it about?
[2] A As I said, I don't recall.
[3] Q You don't recall from yesterday what it was about?
[4] A It was about some – I don't know because it was [5] kind of erroneous information on the letter when I looked at [6] it. That was the first thing I said.
[7] Q What was erroneous about it?
[8] A They weren't fundraising groups.
[9] Q What weren't?
[10] A The list of associations on the letter.
[11] Q What did the letter say about those groups?
[12] A I don't recall. I didn't get into the detail of [13] the letter.
[14] Q Well, what did it say that you thought was [15] erroneous?
[16] A As I said, I don't recall. All I know is, when I [17] looked at the letter, they were not fundraising groups.
[18] Q Did the letter say that they were fundraising [19] groups?
[20] A I don't recall.
[21] Q I'm trying to understand. You said that the [22] letter was erroneous. I'm trying to figure out what that [23] was. Can you tell me in detail what was erroneous about the [24] letter?
[25] A When Brian showed it to me --

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- [1] MR. LeCLAIR: I'm going to instruct the witness [2] not to disclose the content of his conversation with me.
[3] Q Can you tell me in detail what was erroneous about [4] the letter, without disclosing what your lawyer told you?
[5] A When I looked at the letter, they were not [6] fundraising group on – inside the content of the letter.
[7] Q And why do you say that makes the letter [8] erroneous?
[9] A I don't know.
[10] Q What other documents did you review?
[11] A Nothing.
[12] Q Would you tell me your educational background and [13] work background?
[14] A My educational background?
[15] Q Yes.
[16] A I went to high school in Brookline/Boston area, [17] and I spent six months at the University of Tampa. That's [18] my education. My other background is travel background. I [19] was in the home improvement business for about a year or [20] two. Then I was a salesman.
[21] Q For who?
[22] A A company called United Travel Service.
[23] Q When was that?
[24] A I think it was probably late '70s.
[25] Q How long were you there?

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- [1] A Six months, eight months, a year. I don't know. [2] In that time period.
[3] Q What's the rest of your —
[4] A Then I became a salesman at a company called [5] Regency Travel. Then I became a salesman at Trans National [6] Travel.
[7] Q What did you do after that?
[8] A Started Vantage.
[9] Q Do you recall what year you started Vantage?
[10] A Well, I didn't start the original operation. It [11] was run by Sam Rosenberg, if I recall right.
[12] Q When did you get involved with Vantage?
[13] A It was January/February '83-'84.
[14] Q What time period did you work at Trans National?
[15] A I think it was from '80 to '82-'83.
[16] Q Did you work at Trans National up to the point [17] when you got involved with Vantage?
[18] A No. I was out of work.
[19] Q How long were you out of work?
[20] A I'm going to say seven, eight, nine months.
[21] Q What did you do at Trans National?
[22] A Originally, Trans National bought Regency Travel. [23] So I was working inside of their building in a separate [24] organization. A year and a half after that or a year after [25] that, they disassembled that company, and I went to work as

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- [1] the Sales Manager.
[2] Q You were a Sales Manager for Trans National?
[3] A Yes.
[4] Q What did you do in that capacity?
[5] A I worked with the salesmen and the administrators.
[6] Q Did you supervise the salesmen?
[7] A Some of the times.
[8] Q Was that part of your job?
[9] A Some of the times.
[10] Q What were your other responsibilities?
[11] A I'd still go on the road myself and sell mostly [12] Shrine people.
[13] Q What were you selling them?
[14] A Travel.
[15] Q Explain what that means?
[16] A Sell them a package tour.
[17] Q Explain what that means?
[18] A Go to a Shriner or a group and offer them our [19] package tours. We were a wholesaler. We had pre-set tours;
[19] go out and ask the association or sell the association the [20] concept of working with our company.
[21] Q When you say the concept of working with your [23] company, what was it that they would do with your company?
[22] A Well, the opportunity to work with our tour [25] packages.

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- [1] Q Can you give me an example of a tour package that [2] you would sell?
- [3] A A trip to Switzerland for a week or two weeks, [4] hotel, air, food, optional tours.
- [5] Q And you would sell the program to who?
- [6] A The leader of the group.
- [7] Q And who would the program be for?
- [8] A Their membership.
- [9] Q Were these for-profit or non-profit companies?
- [10] A Excuse me?
- [11] Q Were these for-profit or non-profit companies?
- [12] A Mostly non-profits.
- [13] Q Do you recall during your time at Trans National [14] an investigation by the Postal Service of Trans National?
- [15] A No.
- [16] Q Can you recall, during your time at Trans [17] National, coming into contact with the term Cooperative Mail [18] Rule?
- [19] A No.
- [20] Q As part of your duties as a sales manager, were [21] you aware of postal regulations governing travel programs?
- [22] A No.
- [23] Q During that time at Trans National, did you have [24] any conversations with anyone about postal regulations [25] governing travel programs?

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- [1] Q October of what year?
- [2] A I think it was '83.
- [3] Q And you joined it in January or February?
- [4] A Yeah.
- [5] Q Of?
- [6] A The following —
- [7] Q Of '84?
- [8] A Yes.
- [9] Q At that time, what was the name of the company?
- [10] A Excuse me?
- [11] Q At that time, what was the name of the company?
- [12] A I think it was just Vantage at that time.
- [13] Q And what business was Vantage in at that time?
- [14] A The travel business.
- [15] Q Just travel?
- [16] A Yes.
- [17] Q When did Vantage get into the fundraising [18] business?
- [18] A I'm going to say 1990.
- [19] Q Well, do you want to think about it? You're not [21] sure?
- [20] A I'm not sure. I'd better say I'm not sure.
- [21] Q Approximately 1990?
- [22] A Yeah.
- [23] Q Do you recall, during the 1980s, any investigation

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- [1] A No.
- [2] Q Was there anyone at Trans National who was [3] responsible for being aware of regulations governing travel [4] programs?
- [5] A I wouldn't know.
- [6] Q Is there anybody who would know?
- [7] A I don't know the answer to that.
- [8] Q When you came to Vantage, what position did you [9] come in as?
- [10] A The President of the company.
- [11] Q And at that time, how many people were in the [12] company, approximately?
- [12] A Twenty.
- [13] Q How many people are in the company now, [15] approximately?
- [14] A A hundred thirty, a hundred and ten. I'm sorry. [17] About a hundred and thirty, I think.
- [15] Q What were your duties when you came on as [19] President of Vantage?
- [16] A Everything.
- [17] Q Tell me everything?
- [18] A Just help get the business going. We just started [23] the business, so I'd be involved with a lot of things.
- [19] Q When did Sam Rosenberg start the company?
- [20] A In October.

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- [1] by the Postal Service of Vantage's, involving Vantage's [2] travel business?
- [2] A Yes.
- [3] Q Tell me everything you know about that?
- [4] A I guess there was some type of ruling that we [6] could no longer mail non-profit mail.
- [5] Q What happened?
- [6] A We stopped mailing non-profit mail.
- [7] Q That was in connection with the travel business?
- [8] A Yes.
- [9] Q When was that?
- [10] A I don't know exactly when that was.
- [11] Q Would you say the late '80s? Early '80s?
- [12] A I think it was the late '80s.
- [13] Q How did you become aware of this ruling?
- [14] A I can't recall how I became aware.
- [15] Q Do you recall if you were contacted by the Postal [18] Service, or if the company was contacted by the Postal [19] Service?
- [16] A I can't recall how we were made aware of it.
- [17] Q Did you ever see the rule itself, the ruling? Do [22] you recall that?
- [18] A I don't recall if I did or I didn't.
- [19] Q Did you have any conversations with anyone at that [25] time about the ruling?

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- [1] A Yes.
 [2] Q Who did you have conversations with?
 [3] A Some attorney.
 [4] Q What was the name of the attorney?
 [5] A If I'm not mistaken, I think it was Walter [6] Wekstein, but I'm not positive.
 [7] Q Was he counsel for Vantage at that time?
 [8] A I assume so.
 [9] Q Do you know where he is today?
 [10] A He's in the Boston vicinity someplace.
 [11] Q Is he still an attorney for Vantage?
 [12] A No. He's retired.
 [13] Q Who else was present for these conversations?
 [14] A I assume Harry was. I'm not sure if he was there [15] or not, but I assume.
 [16] Q By Harry, do you mean Harry Melikian?
 [17] A Yes.
 [18] Q Anyone else?
 [19] A Not that I can recall.
 [20] Q When did Harry Melikian start working at Vantage?
 [21] A I think he's been there for 14 years or 13 years. [22] I'm not positive. It could be 12.
 [23] Q So he started in the late '80s?
 [24] A Yes.
 [25] Q How did he come to work at Vantage?

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- [1] whatever way you think it affected your business?
 [2] A It made it - We had to be more selective in who [3] we did business with.
 [4] Q Why is that?
 [5] A Because of the cost of doing business.
 [6] Q It increased the cost of doing business?
 [7] A Yes.
 [8] Q Why is that?
 [9] A Because you couldn't mail non-profit.
 [10] Q What do you mail in the travel business? What is [11] the mailing that goes at the non-profit or for-profit rate?
 [12] A Excuse me, sir?
 [13] Q What is the mailing that goes at the for-profit or [14] non-profit rate in the travel business?
 [15] A Are you saying what's in the package? There's a [16] brochure, you know, that would describe the trip. There's a [17] letter from somebody, group, organization that would say [18] here's why to go on the trip, and there's a sign-up sheet, [19] you know, an application form.
 [20] Q This is a letter that goes to the members of the [21] organization?
 [22] A Yes.
 [23] Q From the organization?
 [24] A Yes, but it's - we produce the material, yes.
 [25] Q You produce the material on the organization's

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- [1] A I don't understand what the question means.
 [2] Q Well, did he apply to work at Vantage? Did you [3] recruit him?
 [4] A We recruited him. I'm sorry.
 [5] Q Where did you recruit him from?
 [6] A An accounting place. I'm not sure which place it [7] was.
 [8] Q What did you recruit him for, what position or [9] what responsibilities generally?
 [10] A Accounting.
 [11] Q By accounting, do you mean strictly accounting, or [12] do you mean financial matters generally?
 [13] A Financial things. Mostly accounting.
 [14] Q Did you know Harry Melikian prior to that time?
 [15] A No.
 [16] Q Did anyone at Vantage know him?
 [17] A Not that I know of.
 [18] Q What was the - You said that there was a ruling [19] in the late '80s that meant that in your travel business, [20] you could no longer mail at the non-profit rate. Do you [21] recall specifically what the ruling was?
 [22] A No.
 [23] Q How did that affect your business?
 [24] A Are you talking customers?
 [25] Q Generally, how did it affect your business, in

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- [1] letterhead and send it out; is that correct?
 [2] A Yes.
 [3] Q How much more expensive did it make the cost of [4] doing business?
 [5] A I don't recall what the postage rates were in [6] those days.
 [7] Q Was it significant from a business perspective?
 [8] A No.
 [9] Q But it changed your customer list?
 [10] A I'd have to say to a degree, yes.
 [11] Q And when you say you had to be more selective for [12] your customers, what were you looking for? In what way did [13] you become more selective?
 [14] A We needed better affinity groups.
 [15] Q What does that mean?
 [16] A Stronger affinities.
 [17] Q When you say "affinity," what do you mean?
 [18] A Tighter relationship.
 [19] Q Tighter relationship?
 [20] A Yes.
 [21] Q What does the word "affinity" mean?
 [22] A A group or an organization that has a common bond, [23] goal.
 [24] Q Can you give me an example of an affinity group [25] with a tighter bond or goal, the type of group that you

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- [1] would want as a result of that change in mailing?
 [2] A Shriners.
 [3] Q Because it has a lot of members and it's a big [4] group?
 [5] A No.
 [6] Q Why is it?
 [7] A Because they have a strong bond, and they travel [8] together well.
 [9] Q So it's more likely that the program will be [10] successful because of that?
 [11] A Yes.
 [12] Q You mentioned getting into the fundraising [13] business in approximately 1990. Who made the decision to go [14] into the fundraising business?
 [15] A We were broached by people from competition. I [16] would say myself.
 [17] Q You say you were, I'm sorry, you were broached [18] by --
 [19] A We were approached by people who were in the [20] business to partake and help them get in the business.
 [21] Q You were approached - Who were you approached by?
 [22] A A company called Barton & Cotton.
 [23] Q And who were you approached by at Barton-Cotton?
 [24] A I don't recall. One of their salesmen.
 [25] Q And maybe you could explain. I didn't quite get

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- [1] sales people?
 [2] A At one time, I think somebody from management was [3] in at Vantage.
 [4] Q Who was that?
 [5] A I have no idea.
 [6] Q Did you have any conversations with anyone from [7] the Riggs family at that time?
 [8] A I have no idea.
 [9] Q So what happened? You decided, at least [10] initially, go into the fundraising business with Barton- [11] Cotton?
 [12] A No. We were just going to give them some of our [13] leads, you know, our relationships and give it to them, and [14] we'd get a commission for that.
 [15] Q And so, what happened yet, with respect to Vantage [16] and fundraising?
 [17] A My recollection is we decided against that because [18] we had contacted one of their competitors who would give us [19] a better deal.
 [20] Q Who was that?
 [21] A Famous Artists or Famous Studios or Famous Artists [22] Studios. I'm not sure.
 [23] Q Who did you talk to at Famous Artists or Famous [24] Artists Studios?
 [25] A Various people.

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- [1] what you're saying. A salesman approached you?
 [2] A Not me. Approached my salesmen.
 [3] Q Who were the salesperson from Barton-Cotton who [4] approached Vantage?
 [5] A I can't remember if it was - which salesman it [6] was. It was numerous --
 [7] Q Was it Larry Lyon?
 [8] A It was numerous salesmen.
 [9] Q Was it Larry Lyon? Do you recall that?
 [10] A I can't recall.
 [11] Q And what was the purpose of this approach?
 [12] A To see if our travel groups would be interested in [13] their fundraising business.
 [13] Q Into going into business with Barton-Cotton?
 [14] A Yes.
 [15] Q What decision did you make in that connection?
 [16] A Originally, I said, yeah. You know, they were [18] going to give us a small commission for doing introductions.
 [17] Q You were going to help Barton-Cotton in its [20] fundraising business?
 [18] A Yes.
 [19] Q And you said yes. Who did you talk to at Barton- [23] Cotton about that?
 [20] Q Some of the salesmen there.
 [21] Q You never talked to anyone higher up than the

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- [1] Q Can you remember anyone's name?
 [2] A Charles Simon.
 [3] Q Did you speak with Mr. Simon yourself?
 [4] A I was part of the conversation, yes.
 [5] Q Who else was there for that?
 [6] A I think, Larry.
 [7] Q Larry Lyon?
 [8] A Yeah.
 [9] Q Anyone else?
 [10] A Not to my recollection.
 [11] Q What was the deal with Famous Artists?
 [12] A I don't recall, but I know it was a better deal [13] than we presently had.
 [13] Q And again, it was they would give you some kind of [15] commission in exchange for what, just names of your clients?
 [14] A Names and people we could turn onto their [17] fundraising business.
 [15] Q So it was names of individual contacts among your [19] clients that you thought might be interested in fundraising?
 [16] A Yes.
 [17] Q Do you recall what they paid you for that?
 [18] A No.
 [19] Q So did you then enter into an arrangement with [24] Famous Artists?
 [20] A Yes. I don't know if it was contractual, but

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- [1] there was an arrangement.
 [2] Q And how long did that arrangement remain in [3] effect?
 [4] A I don't recall because they got sold or bought [5] out. Then we had to deal with somebody else. I can't [6] recall if it was Famous Artists or Famous Studios or a [7] conglomerate. But I know something happened. They got [8] bought out or sold out. I'm not sure.
 [9] Q After they got bought out or sold out, whatever [10] happened, did you remain working with the subsequent [11] company?
 [12] A For a little while, I think. I'll say I don't [13] recall because I don't know exactly how it transpired. For [14] a little while, I would say yes.
 [15] Q Give me a sense of how long this arrangement in [16] total was in effect with Famous – you know, from the [17] beginning with Famous Artists to the subsequent company?
 [18] Are we talking about ten years? A year? Two years?
 [19] A I'd say a year and a half, two years. I'm not – [20] That's a rough –
 [21] Q And during that time, what was the extent of the [22] relationship?
 [23] A I don't understand what you're saying. I'm sorry.
 [24] Q Did the relationship, in terms of what you did [25] with this company, change at all, or was it —

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- [1] Q Did that change? Did you do anything more as the [2] relationship went on? Is that the sum and substance of what [3] was done in that relationship, or was more done later?
 [4] A I can't answer that question. I'm not sure what [5] you're saying to me. When I say done, that's what we did. [6] We would turn them on to our groups, and they would pay us a [7] commission for doing that. Does that make sense what I'm [8] saying to you?
 [9] Q That makes sense. All I'm asking you is whether [10] that may have changed later? Did what you did – did what [11] Vantage did change? Did you, for example, get more involved [12] with working with them on their contracts and working [13] together in terms of selling product?
 [14] A We might have made a call with them, if that's [15] what you're asking. Yeah, we might have gone on the road to [16] make a call with them, but I don't know anything about any [17] contracts. Not to my knowledge. Let's put it that way.
 [18] Q So in addition to giving them leads, sales people [19] from Vantage went on calls with them occasionally?
 [20] A I would assume so, yes.
 [21] Q When you say you assume so, do you know whether [22] that happened or not? Is that – was that something that [23] was expected to happen?
 [24] A No.
 [25] Q Why do you say that you think that happened?

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- [1] A Moment to moment, from what I – it was a herky- [2] jerky relationship.
 [3] Q What do you mean by that?
 [4] A I wasn't paying a lot of attention to it, and it [5] was a herky-jerky relationship. They changed bosses. They [6] changed – You know, it seemed to be a poor communication [7] between both organizations.
 [8] Q What I'm asking you is, you said earlier that the [9] business relationship was that you would provide this [10] company with names of potential customers?
 [11] A Yes.
 [12] Q And that they would pay you something for those?
 [13] A Commission.
 [14] Q Commission?
 [15] A Yes.
 [16] Q I'm asking you, did the nature of that business [17] relationship in terms of what was done – what you did, what [18] they did – did that change? Did you do more? Did you do [19] less? That's the question.
 [20] A I'm not clear what you're saying, Peter. I'm [21] sorry.
 [22] Q You said that the relationship was that they would [23] pay you money, a commission, in exchange for names of your [24] members; is that correct?
 [25] A Yes. Yes, I did.

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- [1] A Well, the expectation when we talked about it was [2] we would set them up with our group contacts. Do you follow [3] what I'm —
 [4] Q I do follow you. And in addition, there might be [5] some personal meetings together at the outset; is that what [6] you're saying?
 [7] A Yes. Yes. That's not how it – That's not where [8] we were, though. It was supposed to be here's the group.
 [9] Q Why did that relationship stop, that business [10] relationship?
 [11] A I think because they got bought out. I'm not 100 [12] percent sure. We weren't satisfied. I'm not 100 percent [13] sure.
 [14] Q Now, was Vantage at this time doing its own [15] fundraising? You said that 1990 was the period you said [16] that you were first approached by Barton-Cotton, and then, [17] decided to go with Famous Artists. Was Vantage doing its [18] own fundraising business at this time?
 [19] A No. No.
 [20] Q Was the company – When was Vantage Studios [21] established?
 [22] A I don't recall.
 [23] Q What was Vantage Studios?
 [24] A I think it was the initial – I'm not sure. I'm [25] going to say I don't know. I'm not sure, but I assume that

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- [1] was the initial name we used to go out and sell fundraising.
 [2] I'm not sure.
 [3] Q Who is Richard Jarvis?
 [4] A He was the person he had tried to start the [5] fundraising business.
 [6] Q When did you hire him?
 [7] A 1991, 1992, 1990 – I'm not sure exactly.
 [8] Q So your recollection is that Vantage Studios and [9] the fundraising business was started by Vantage sometime in [10] the period 1990 to 1992?
 [11] A Yes, sir.
 [12] Q You mentioned that Famous Artists was called [13] Famous Artists or Famous Artists Studios. Was Vantage [14] Studios in any way connected with Famous Artist Studios?
 [15] A Only as far as – As I said, I'm not sure of the [16] exact title. So I'm going to – Only as far as soliciting [17] or helping to solicit organizations to sell fundraising [18] products.
 [19] Q Helping Vantage Studios?
 [20] A No, no. Helping Famous Artists, or whatever they [21] called them at that time.
 [22] Q Who made the decision to go into the fundraising [23] business?
 [24] A Well, we were approached, as I said to you, to get [25] in the fundraising business.

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- [1] Q Well, do you have any doubt about that?
 [2] A I wasn't paying attention, but I assume myself.
 [3] Q You were the CEO at that time, or the President?
 [4] A Yes. I'm not sure what title it was.
 [5] Q You were basically running the company; is that [6] correct?
 [7] A Yes.
 [8] Q And he was hired to run the fundraising division?
 [9] A Yes.
 [10] Q Who else was working in the fundraising division [11] at that time?
 [12] A Larry Lyon, and I'm not sure what other cast of [13] people were there.
 [14] Q Larry Lyon was a salesperson at that time?
 [15] A Yes.
 [16] Q Where did you get your initial clients for the [17] fundraising division?
 [18] A I would assume it was some of the clients that we [19] had worked with with Famous Artists.
 [20] Q When you say that, do you mean the same clients [21] that you had recommended to Famous Artists?
 [22] A I would assume so.
 [23] Q Was Famous Artists still in business at that time?
 [24] A Again, I'm not sure how the – As I said, some [25] capital relationship with a buy-out, and the Simons were no

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- [1] Q Who made the – Okay, you were approached by [2] Famous Artists to go into business with them. Who made the [3] decision —
 [4] A Barton-Cotton.
 [5] Q First Barton-Cotton?
 [6] A I'm sorry. Barton & Cotton. I misled you. It [7] was Barton & Cotton that approached the salesmen.
 [8] Q Right. And then, you made a deal with Famous [9] Artists?
 [10] A Yes.
 [11] Q And who made the decision to – for Vantage itself [12] to go into the fundraising business rather than working with [13] Famous Artists?
 [14] A Myself, I would assume.
 [15] Q And why did you decide to do that?
 [16] A It looked like it could be profitable.
 [17] Q Is that what you learned from working with Famous [18] Artists in their program?
 [18] A Yeah, I would assume so.
 [19] Q Who made the decision to hire Jarvis?
 [20] A I did.
 [21] Q And what was his position?
 [22] A He was to run the division.
 [23] Q And who did he report to?
 [24] A Myself, I assume.

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- [1] longer involved with the business. Some kind of buy-out or [2] merger or – I'm not sure how it developed.
 [3] Q And was Vantage involved in that buy-out or [4] merger?
 [5] A No.
 [6] Q Who was Famous Artists bought out by?
 [7] A I'm not sure who.
 [8] Q You don't know if it was Barton-Cotton?
 [9] A I'm not sure.
 [10] Q When that buy-out occurred, did the successor [11] company stop being in the fundraising business?
 [11] A Not originally, no.
 [12] Q Originally, whatever company was the successor [14] company remained in the fundraising business?
 [13] A I think so.
 [14] Q You mentioned earlier Vantage Direct Marketing [17] Services. Was that the successor of company of Vantage [18] Studio with a successor division within Vantage?
 [15] A I'm not sure how it worked, Peter.
 [16] Q Was that a company that also was in the – that [21] was devoted to the fundraising business for Vantage?
 [17] A Could you repeat that again, please? I'm sorry.
 [18] Q Was Vantage Direct Marketing Services a company [24] that was – or a division that was devoted to fundraising?
 [19] A Yes.

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- [1] Q And Vantage Studios also was fundraising; is that [2] correct?
[3] A As far as I know, I'm not trying to be rude, I [4] don't know.
[5] Q I'm just trying to get a sense for the history. [6] And Vantage Financial Services, was that – that is also – [7] or that's the current fundraising vehicle, is it not, for [8] Vantage?
[9] A I'm not sure what the title is.
[10] Q You know your company is involved in fundraising?
[11] A Yeah, that I do know.
[12] Q Who are the officers of Vantage?
[13] A Myself, and I think Harry. I'm not sure.
[14] Q Harry Melikian?
[15] A Yes.
[16] Q What does that mean, that you're the officers?
[17] MR. LeCLAIR: Objection.
[18] Q What are the consequences of that?
[19] MR. LeCLAIR: Objection.
[20] Q You can answer the question.
[21] MR. LeCLAIR: If he can.
[22] Q Did it affect your pay?
[23] A Not to my knowledge.
[24] Q How are you reimbursed?
[25] A Me personally?

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- [1] A Helps in Quality.
[2] Q Quality?
[3] A Yes.
[4] Q Can you be more specific in terms of what she [5] does?
[6] A Make sure the quality of the travel programs, you [7] know, run efficiently.
[8] Q Does she have anything to do with the fundraising [9] side?
[10] A No.
[11] Q When she was in charge of Operations, did she have [12] anything to do with the fundraising?
[13] A No.
[14] Q She was purely on the travel side?
[15] A That's it.
[16] Q Does anyone else own stock?
[17] A No.
[18] Q What's the stock worth?
[19] MR. LeCLAIR: Objection.
[20] A I would have no idea.
[21] Q You have no idea?
[22] A No.
[23] Q Are you compensated in any other way?
[24] A I get a year-end bonus.
[25] Q What's that based on?

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- [1] Q How are you paid by Vantage? How are you [2] compensated?
[3] A Salary.
[4] Q What's your salary?
[5] A I think my salary is \$400,000 a year.
[6] Q Are there – Is there stock?
[7] A Yes.
[8] Q How much stock do you own?
[9] A Seventy-some percent. I'm not even sure of the [10] percentile.
[11] Q Does anyone else own stock? Who else owns stock?
[12] A A fellow named Sam Rosenberg.
[13] Q How much stock does he own?
[14] A Eight or nine percent.
[15] Q Anyone else?
[16] A Larry Lyon, eight or nine percent, ten percent. [17] I'm not sure of the exact amount. Karen Broderick.
[18] Q How much does she own?
[19] A Three or four percent.
[20] Q Who is she?
[21] A She is – was in charge of the Operations [22] Department.
[23] Q Is she still with the company?
[24] A Yes, on a part-time basis.
[25] Q What does she do now?

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- [1] A Nothing. No set measurement.
[2] Q Is it overall performance of the companies under [3] Vantage?
[4] A Excuse me?
[5] Q Is it based on the overall performance of the [6] companies that come under the Vantage umbrella?
[7] A Yes.
[8] Q Vantage Travel and Vantage fundraising?
[9] A Yes.
[10] Q Is there anything else?
[11] A I'd say no. No.
[12] Q What was your bonus last year?
[13] A I think it was two million dollars.
[14] Q And the year before that?
[15] A I think it was a million dollars, if I'm not [16] mistaken.
[17] Q And we're talking about 1999. How about the year [18] before that?
[19] A I can't recall exactly.
[20] Q How is Harry Melikian compensated?
[21] A He has pay.
[22] Q What's his salary?
[23] A One eighty-five, if I'm not mistaken.
[24] MR. DARLING: I'm sorry?
[25] THE WITNESS: One eighty-five.

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- [1] Q And is he compensated in any other way?
[2] A He gets a year-end bonus.
[3] Q What's his bonus based on?
[4] A No base, just whatever I feel like giving him.
[5] Q What factors do you take into consideration when [6] you decide Mr. Melikian's bonus?
[7] A Performance, I guess.
[8] Q And how do you – what factors do you take into [9] consideration when considering his performance?
[10] A Profits, loyalty.
[11] Q Anything else?
[12] A No.
[13] Q What do you mean by loyalty?
[14] A Hard work.
[15] Q When you say profits, profits of – do you mean [16] profits of the travel side and the fundraising side?
[17] A Yes.
[18] Q What was his bonus last year?
[19] A Forty thousand dollars.
[20] Q And the year before that?
[21] A Thirty-five thousand dollars, forty thousand [22] dollars. I'm not exactly sure.
[23] Q Is his bonus typically in the \$40,000 range?
[24] A Yes.
[25] Q Are the Sales people for Vantage, Vantage's

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- [1] 50,000?
[2] A Yes, sir.
[3] Q And would need to bring in a half a million net [4] profits to cover the draw?
[5] A Yes.
[6] Q What happens if a salesman doesn't bring in a half [7] million net profits?
[8] A Cut his pay, you can let him go, or you can keep [9] him.
[10] Q What would you do in that situation?
[11] A I can't answer the question because I'd have to [12] know, or someone would have to know what is he working on. [13] I mean, there's a lot of variables there.
[14] Q Has that happened before?
[15] A Which part?
[16] Q Has it happened where someone doesn't bring in [17] sufficient net profits to cover the draw?
[18] A Sure.
[19] Q And in those circumstances, what have you done?
[20] A Various. I just gave you my laundry list, a [21] laundry list that I —
[22] Q On occasion, you have cut pay?
[23] A Sure.
[24] Q On occasion, you have terminated for that reason?
[25] A Yes.

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- [1] fundraising division compensated with a bonus?
[2] A No.
[3] Q Sales people of – Are the Sales people strictly [4] salaried?
[5] A No.
[6] Q Why don't you explain the compensation scheme for [7] the Sales people for —
[8] A Commission.
[9] Q — Vantage's fundraising?
[10] A It's a commission deal. It's not a – You get [11] paid on a draw against commission.
[12] Q Can you explain how that works?
[13] A Based on a salesman's draw, we usually net it out [14] to ten percent of profits.
[15] Q You say draw. That means they have a base salary; [16] is that correct?
[17] A Yes.
[18] Q And explain how the commission part works?
[19] A A salesman draws \$50,000. He needs to bring in a [20] half a million dollars in net revenue to cover his draw.
[21] Q And if the sales person does not bring in a half [22] million net revenue, what happens?
[23] A I'm not – not net revenue. Net profits. I'm [24] sorry.
[25] Q You say a salesman has to draw – has a draw of

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- [1] Q On occasion, you have kept the person?
[2] A Yes.
[3] Q Then how does the commission work?
[4] A If they get over their allotted net profits, [5] they'd be entitled to some type of additional commission. I [6] don't use the word bonus.
[7] Q How is that calculated?
[8] A The same scenario.
[9] Q Do they get a percentage of the net profits?
[10] A They would get ten percent. If a salesman did [11] 600,000, he'd be entitled to an additional \$10,000.
[12] Q What do your sales people typically make in [13] commissions?
[14] A It's a wide scope.
[15] Q Why don't you tell me the high numbers and the [16] lower numbers to give me a sense of the range?
[17] A Some salesmen have started at a base pay of [18] \$40,000, \$35,000, and some sales people start at a base pay [19] at \$150,000.
[20] Q And that's based on prior performance? Time with [21] the company?
[22] A What they have on a piece of paper. You know, [23] what they can bring to the party. Does that make sense?
[24] Q That means how much work they have produced in the [25] past?

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- [1] A In the past, or maybe they've come from another [2] company, you know.
[3] Q That's just the base pay?
[4] A Yeah.
[5] Q Can you tell me the range in terms of commissions [6] that are paid out to salesmen?
[7] A It could range from five thousand dollars to a [8] hundred thousand dollars.
[9] Q Is 100K the high number, or is it sometimes more [10] than that?
[11] A I'm not sure. I – I'm not sure of the exact [12] figures.
[13] Q Tell me what the – how Vantage's fundraising [14] operation works?
[15] A They go out and call on groups.
[16] Q Can you be more specific than that?
[17] A They set up appointments to call on groups.
[18] Q And how are they fundraising? How does the [19] fundraising work?
[20] A You act as a – I'm not sure the exact detail of [21] how it works myself, but the bottom line is, they go out and [22] solicit a group to do some type of product-induced package [23] to their members.
[24] Q And are these primarily non-profits, the groups?
[25] A Yes.

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- [1] A Yeah. You know, printed.
[2] Q Who does that?
[3] A We have various mail houses and printers. I'm not [4] sure which one. I wouldn't know.
[5] Q Vantage contracts it out?
[6] A Yes.
[7] Q The printing?
[8] A Yes.
[9] Q How about the marketing?
[10] A Could be. It's all – It's not produced at [11] Vantage. When I say the marketing, if there's a creative [12] package, then it's produced at – either with the [13] organization and Vantage or with a consultant and Vantage.
[14] Q By marketing, you mean what's actually in the —
[15] A Components.
[16] Q The components of what's being sent out?
[17] A Yes, sir.
[18] Q And you said products. What sort of products?
[19] A Mostly labels and cards, some calendars. Some [20] pins even. I'm sorry.
[21] Q Labels, cards, pins?
[22] A Pins.
[23] Q Can you describe what these items might be?
[24] A A little pin, you know, like a pin that would go [25] up here with the group or organization's logo or code or,

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- [1] Q Tell me how the business works? This is a [2] profitable business, I take it?
[3] MR. LeCLAIR: Objection.
[4] Q Is this a profitable business?
[5] A Yes.
[6] Q What were Vantage's fundraising division's profits [7] last year?
[8] A Without collections, I'd be guessing. I think [9] it's about two million dollars, a little better than two [10] million dollars.
[11] Q Net profits?
[12] A I don't know how many receivables we had going [13] into fall owing. Yeah, so there's a little – I don't know [14] how they do – how we do the bookkeeping, okay.
[15] Q What does the two million represent?
[16] A Pre-tax dollars. Is that what you're asking?
[17] Q So a sales person goes out and gets a not-for- [18] profit company to do business with Vantage, selling – to do [19] fundraising. Describe how that relationship works, what [20] Vantage does?
[21] A We put together the creative materials, the [22] product – products, package them, put them all together, [23] you know, assemble them, and have them produced and [24] marketed.
[25] Q Have them produced and marketed?

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- [1] you know, a Knights of Columbus pin, or whatever, Knights of [2] Columbus, K of C pin.
[3] Q And the cards?
[4] A Cards would be like a pack of greeting cards.
[5] Q How would the – Tell me more about how the [6] program would work, how the – what Vantage would do? You [7] said they would put together the mailing?
[8] A Yeah.
[9] Q Then what happens next?
[10] A It would go to either their own caging [11] operation – Is that what you're saying?
[12] Q I'm asking you. I mean, how does the process [13] work? Vantage is in the business of doing fundraising for [14] non-profits, correct?
[15] A Yes.
[16] Q I'm asking you about how the business operates?
[17] A Solicit the group; put together all the [18] components. We would do the mailing. We would be working [19] with an affiliate caging operation that would collect the [20] donations. Then after a certain time period – and again, [21] it varies – we would do a, it's known as a reminder, 'you [22] haven't made your donation, you know, please donate now. [23] Same scenario. We'd assemble the package, have it mailed [24] out to people who haven't donated off the original program; [25] ask for another type of solicitation. Money would then

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[1] be – go to the same caging operation. And that form would [2] usually go two times, where there would be one reminder; [3] then there would be a second reminder to go to the [4] organization.

[5] Q When you say "caging operation," is this a company [6] that Vantage would contract with?

[7] A Yes, or the group could have their own caging [8] operation. I mean, it's —

[9] Q Either way?

[10] A Either way.

[11] Q And a caging operation is just a company that acts [12] as a repository for the donations that come in?

[13] A Yes.

[14] Q Where would that money go, the donations that come [15] into the caging operation? What would the caging operation [16] do with the money?

[17] A It would go into, I think, a escrow account. I'm [18] not sure, to be honest with you. I think it's an escrow [19] account.

[20] Q An escrow account at the caging company?

[21] A Yes.

[22] Q And what would happen to that money? It doesn't [23] just stay in the caging account, does it?

[23] A No. Eventually, it would pay our contracted [25] amount, and the group would keep the balance.

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[1] that they were uniform?

[2] A Which time period?

[3] Q In 1995 to the present.

[4] A It would fall into their bailiwick with the [5] salesmen.

[6] Q So the salesmen an these individuals could do [7] whatever sort of contract they wanted, any sort of financial [8] arrangements?

[9] A No. We gave them standard – I mean, we had [10] talked about – Let's put it this way. There would be some [11] type of standardization between a bulk agreement, a non- [12] profit agreement, what's workable in Canada.

[13] Q Who would make those decisions?

[14] A As I said, most of the decisions were made by [15] John. I'm sure Harry would have some involvement with that.

[16] Q Now, you just said that you gave them standard [17] contracts. Who was responsible for the language of the [18] standard contracts?

[19] A Who was responsible? As I said, whoever was [20] running the division at that time.

[21] Q And you said that they did not have, those people [22] did not have complete discretion about what sort of contract [23] they drafted?

[24] A I said the salesmen don't.

[25] Q So the individuals who were running the division

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[1] Q When you say "pay our contracted amount," what do [2] you mean?

[3] A Whatever we contracted with the association.

[4] Q Tell me about the contracts with the association, [5] with the non-profits, how do those – how would those work?

[6] A Meaning?

[7] Q How were the contracts structured in terms of the [8] payments?

[9] A I wouldn't know.

[10] Q You don't know how the contracts were structured?

[11] A No.

[12] Q Who is responsible for the contracts?

[13] A In what time period?

[14] Q Well, let's say 1995 to the present?

[15] A It would be an array of people that were [16] responsible for it.

[17] Q Who are those people?

[18] A John Flebbe, Dallas Graves. I'm not sure of the [19] order. Victoria James, Tom Ferrara, Dick Jarvis. I'm not [20] sure. There was a cast of them.

[21] Q All these individual people could do whatever type [22] of contract they wanted?

[23] A I would say – I'm not sure any kind of contract [24] they wanted, but they were in charge of doing contracts.

[25] Q Who would review the contracts? Who would ensure

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[1] could draft whatever sort of contract they wanted?

[2] A I would assume not but, I mean – I would assume [3] not. That wouldn't make good business sense.

[4] Q No. So what I'm asking is, who was responsible [5] for ensuring that that didn't happen?

[6] A I would assume, Harry.

[7] Q What was Harry's role during this period? Harry [8] Melikian we're referring to?

[9] A Yes.

[10] Q What was his role at that time? We're talking [11] 1995 to present.

[12] A He's in charge of Finance.

[13] Q Do you know – You said there would be different [14] contracts for non-profit or bulk, correct?

[15] A Yeah.

[16] Q What's the difference in the contracts?

[17] A I wouldn't know.

[18] Q How do you know they're different?

[19] A I assume they are.

[20] Q Why?

[21] A Because one's non-profit and one's bulk, and one's [22] in Canada. I mean, there's Canadian contracts, too.

[23] Q Why do you think that those contracts would be any [24] different?

[25] A I have no idea.

Vantage 20679

BSA

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XMAX(13)

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- [1] Q Well, you said it. I'm asking you why?
 [2] A Well, just hearing it, non-profit and bulk, right?
 [3] Q Hearing it from who?
 [4] A Non-profit and bulk. The terms and conditions, I [5] assume, are different.
 [6] Q Do you know that there – Do you know if there are [7] any regulations that govern non-profit mailings versus bulk [8] mail mailings?
 [9] A Do I know it or do I assume it?
 [10] Q Do you know if there are any regulations that [11] govern —
 [12] A I assume there are, yes.
 [13] Q You assume there are?
 [14] A I assume there are, yes.
 [15] Q What's that assumption based on?
 [16] A Conversation.
 [17] Q With who?
 [18] A With whoever in my office.
 [19] Q No, no. I'm not asking whoever. I'm asking who?
 [20] A Don't know. As I said, I didn't have an incident, [21] I think it was in the late '80s, with my travel division. [22] And there's a difference between non-profit status and bulk [23] status.
 [24] Q And that is based on regulations?
 [25] A Yes, I assume. Yes.

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- [1] notified us that they weren't in compliance.
 [2] Q You're saying that in connection with this [3] lawsuit?
 [4] A Yes, sir.
 [5] Q And what did you do when you were informed of that [6] in connection with this lawsuit?
 [7] A I spoke to my attorney at the time, which I don't [8] know which one it was. I'm not trying to be rude. And we [9] needed to do some type of compliance that we weren't doing.
 [10] Q And what did you do to come into compliance?
 [11] A Change the agreements.
 [12] Q How did you change them?
 [13] A I don't know.
 [14] Q Who changed them?
 [15] A I assume the attorney did, with whoever was the [16] acting boss at that time and Harry. My assumption.
 [17] Q You weren't involved in that process at all?
 [18] A No, I was involved with the process of making sure [19] that whatever was being done, that we stopped doing that.
 [20] That I was.
 [21] Q And what was it that you were doing that you [22] stopped?
 [23] A Contractual issues that we were doing improperly.
 [24] Q What were those contractual issues?
 [25] A I don't know all the detail, Peter.

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- [1] Q Who at Vantage was responsible for ensuring that [2] contracts were legal?
 [3] MR. LeCLAIR: Objection.
 [4] A I wouldn't know.
 [5] Q Do you know if anybody at Vantage was responsible [6] for ensuring that contracts complied with applicable [7] regulations?
 [8] MR. LeCLAIR: Objection.
 [9] A Could you repeat that? I'm sorry.
 [10] Q Do you know if anybody at Vantage was responsible [11] for ensuring that contracts complied with applicable [12] regulations?
 [13] MR. LeCLAIR: Objection.
 [14] A No.
 [15] Q You don't know if anybody was responsible for [16] doing that?
 [17] A No. I just assumed that they were.
 [18] Q You just assumed that the contracts complied?
 [19] A Yes. Yes.
 [20] Q Did you ever make any effort to determine if, in [21] fact, the contracts complied with regulations?
 [22] A The answer is yes to that.
 [23] Q What did you do?
 [24] A I went to the Sales people. And I don't know when [25] this is, but I assume after you notified us, or somebody

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- [1] Q Did you delegate this responsibility?
 [2] A I would assume so, yes.
 [3] Q When you say you assume do, did you or didn't you?
 [4] A Well, I was in a room with an attorney and Harry [5] and whoever was the acting boss at that time to make sure [6] whatever we were doing, we stopped.
 [7] Q Since you don't – you say you don't know even [8] what that was, I'm asking you, who did you, as CEO make [9] responsible to ensure —
 [10] A The attorney, Harry, and whoever the acting boss [11] was at that time.
 [12] Q When you say "acting boss" —
 [13] A Whoever the manager of the division was at the [14] time.
 [15] Q Manager of the fundraising division?
 [16] A Yes, sir.
 [17] Q Who is the current manager of the fundraising [18] division?
 [19] A A gentleman named Brian Nohle.
 [20] Q Could you spell the last name?
 [21] A N-O-H-L-E, I think it is, but I can get you the – [22] I'm not sure that's the right spelling.
 [23] Q What is his title?
 [24] A I don't know the exact title. I don't want to [25] guess.

Vantage 20680

BSA

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XMAX(14)

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- [1] Q Who is the – I mean, you used the term manager of [2] the fundraising division?
- [3] A Yes, sir.
- [4] Q Who was the manager of the fundraising division [5] before Brian Nohle?
- [6] A A fellow named Peter Demakis.
- [7] Q Who was the manager of the fundraising division [8] prior to that?
- [9] A I don't know. It was a woman. I'm not sure of [10] her name. I think about it. I'll tell you what her name [11] was.
- [12] Q It was a woman?
- [13] A Yes.
- [14] Q When was Dallas Graves manager of the fundraising [15] division?
- [16] A '94, '93, '95.
- [17] Q Prior to your being apprised in 1997 that there [18] was a problem with the contracts in the fundraising, prior [19] to that time, were you aware that there were postal [20] regulations governing the use of non-profit mails?
- [21] A I'd say yes.
- [22] Q And what were you aware of, what regulations?
- [23] A I wouldn't know what they were.
- [24] Q Why do you say you were aware of them?
- [25] A I told you, in the travel scenario.

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- [2] MR. LeCLAIR: Objection.
- [3] Q — prior to 1997?
- [4] A I would assume I'd ask the manager of the [5] division.
- [6] Q Did you ever arrange for any training of any of [7] your employees about the regulations governing non-profit [8] mailings?
- [9] A Not to my recollection. I don't recall.
- [10] Q Well, you don't recall whether you paid any third [11] party to come in and talk to your employees?
- [12] A I don't recall.
- [13] Q You say you don't recall. Is that because it [14] didn't happen?
- [15] A I say it because I don't recall if I did or I [16] didn't.
- [17] Q Do you think you might have?
- [18] A No.
- [19] Q Are you familiar with the term Cooperative Mail [20] Rule?
- [21] A Yes, I am.
- [22] Q When is the first time you became familiar with [23] that term?
- [24] A I'm not sure when.
- [25] Q Were you familiar with it prior to the events

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- [1] Q From travel experience you were aware there were [2] postal regulations governing non-profit?
- [3] A Yes, sir.
- [4] Q Prior to 1997, did you do anything to determine [5] how those regulations might apply to your fundraising [6] contracts?
- [7] A No, sir.
- [8] Q To your knowledge, did anyone at Vantage do [9] anything to determine whether those regulations applied to [10] Vantage's fundraising contracts?
- [11] A I can't answer the question.
- [12] Q Did anyone at Vantage, prior to 1997, ever talk to [13] you about regulations that might govern fundraising [14] contracts?
- [15] A I can't answer the question. I can't recall. I [16] said I had the conversation with somebody in the travel [17] business in the late '80s.
- [18] Q Do you remember any conversations prior to that [19] concerning regulations that governed non-profit mailing?
- [20] A No.
- [21] Q Did you ever ask anyone at Vantage to evaluate [22] the – what effect, if any, the non-profit regulations had [23] on Vantage's contracts?
- [24] A I don't recall if I did or I didn't.
- [25] Q Well, if you did, who would you ask to do that –

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- [1] surrounding this lawsuit in 1997?
- [2] A Not to my knowledge.
- [3] Q You have an understanding of what the Cooperative [4] Mail Rule is?
- [5] A No, I don't.
- [6] Q Have you made any efforts to determine what the [7] Cooperative Mail Rule is?
- [8] A Excuse me?
- [9] Q Have you made any efforts to determine what the [10] Cooperative Mail Rule is?
- [11] A No.
- [12] Q Is there anyone at your company now that is [13] responsible for compliance issues?
- [14] MR. LeCLAIR: Objection.
- [15] A I assume, after the conversation I had four or [16] five years ago, that we made sure everything was in [17] compliance.
- [18] Q Who did that?
- [19] A As I said, the attorney. I'm not sure which one [20] it was at that time; Harry; whoever the General Manager was [21] at that time, or the VP.
- [22] Q Did those individuals report to you about [23] compliance issues?
- [24] A Excuse me. I'm sorry, Peter.
- [25] Q Did those individuals report to you about

Vantage 20681

BSA

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XMAX(15)

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- [1] compliance issues?
[2] A Yes.
[3] Q What did they report to you?
[4] MR. LeCLAIR: I'm going to instruct the witness [5] not to disclose conversations with his attorneys.
[6] Q What did those individuals report to you, [7] excluding your attorney?
[8] A That there were issues with our agreements.
[9] Q And what else?
[10] A That's what they told me.
[11] Q Did they report on whether those issues were [12] resolved?
[13] A Yeah, they were resolved.
[14] Q They told you that the issues were resolved?
[15] A Yes.
[16] Q Did they tell you how they were resolved?
[17] A Yes.
[18] Q How? What did they say?
[19] A I guess there was an issue with side letters.
[20] Q What was the issue?
[21] A Some of the salesmen were using side letters.
[22] Q What did they tell you about the side letters?
[23] A They shouldn't be using them.
[24] Q Did they tell you why?
[25] A Yes.

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- [1] A I'm sorry.
[2] Q Did you do anything to determine why the side [3] letters violated the Cooperative Mail Rule?
[4] A Well, I understood you weren't supposed to be [5] using them, as I stated. We weren't supposed to be using [6] side letters. That was my understanding.
[7] Q Why weren't you supposed to be using side letters? [8] What was your understanding as to --
[9] A It was in violation of the agreement. I'm not [10] sure, Peter, okay.
[11] Q You've said that you understood --
[12] A Violation of Cooperative Mailing.
[13] Q What was it about the side letters - What was [14] your understanding as to what was it about the side letters [15] that violated the Cooperative Mail Rule?
[16] A With due respect - I'm sorry.
[17] Q Specifically, what do you mean by that?
[18] A By releasing someone with a side letter, there's [19] no risk on the part of the organization.
[20] Q There's no risk on the part of who?
[21] A The organization.
[22] Q The non-profit?
[23] A The non-profit.
[24] Q Did you do anything - Let me strike that. Do you [25] know where these - who drafted the side letters?

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- [1] Q Why?
[2] A Because it was a form of violating the Coopera - [3] What was your terminology, corporate mailings or non-profit [4] mailings.
[5] Q Did they tell you why they violated the [6] Cooperative Mail Rule?
[7] A No.
[8] Q Did you ask?
[9] A No.
[10] Q Did you do anything to determine why these side [11] letters violated the Cooperative Mail Rule?
[12] A Could you repeat that, Peter?
[13] Q Did you do anything to determine why these letters [14] violated the Cooperative Mail Rule?
[15] A Yes.
[16] Q What did you do?
[17] A I asked - I mean, the competition was doing the [18] same type of thing. So I asked why, and they told me, just [19] like I said, it's not the right thing to be using side [20] letters, period.
[21] Q Okay, that's a conclusion. Did they tell you [22] why --
[23] A No.
[24] Q My question is this. I'm going to ask this [25] question again.

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- [1] A No.
[2] Q Did you do anything to find out who drafted side [3] letters?
[4] A No.
[5] Q Did you ask anyone else to find out where the side [6] letters came from?
[7] A No.
[8] Q Were you aware, prior to 1997, that side letters [9] were being used?
[10] A Yes.
[11] Q When did you become aware of that?
[12] A I don't know. I can't recall.
[13] Q What were you aware? In what circumstances were [14] you aware of the side letters being used?
[15] A I was aware that the competition was giving people [16] financial guarantees. That's what I was aware of.
[17] Q Okay. I asked you under what circumstances you [18] were aware of the side letters being used by Vantage?
[19] A I can't - I don't recall under what [20] circumstances.
[21] Q You said that you were aware of the side letters [22] being used prior to 1997; is that correct?
[23] A Yes.
[24] Q Tell me a specific instance in which you were [25] aware of a side letter being used?

Vantage 20682

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[1] A I – As I said to you, I was aware of it, but I [2] don't recall under what circumstances I was aware of it, [3] what brought it to my attention. I think that's what you're [4] asking me.
[5] Q Did you ever question anyone about why side [6] letters were used?

[7] A Yes.
[8] Q Who did you question?
[9] A The manager of the division.

[10] Q Who was that?
[11] A I can't tell you which one.

[12] Q Do you remember a conversation with a manager of [13] the division about the side letters?

[14] A Yes.
[15] Q Tell me the conversation?
[16] A I can't recall the exact conversation.
[17] Q Well, tell me what you can remember about the [18] conversation?
[18] A That he informed em that there were some side [20] letters, and I told him to stop it.
[21] Q When was this?
[22] A I don't recall the exact time.
[23] Q Was this prior to the investigation in '97?
[24] A Yes.
[25] Q Was this in the early '90s?

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[1] Q Who were the other managers – When I asked you [2] earlier about the managers in the fundraising division, you [3] mentioned Brian Nohle, Peter Demakis. Now, we've determined [4] Lynn Edmonds and Dallas Graves. Who was the —

[5] A There was a Tom Ferrara.
[6] Q How do you spell the last name?
[7] A I'm sorry. I don't know.
[8] Q Can you say it again?
[9] A Tom Ferrara.
[10] Q Who else?
[11] A John Flebbe.
[12] Q Can you spell that?
[13] A I'm sorry. I can't. I'm not sure how can spell [14] it. And there was another woman out of New York. I can't [15] think of her name that was in there.
[16] Q Prior to Lynn Edmonds?
[17] A Yes.
[18] Q I thought you just said you handed hired a woman [19] until the '90s?
[20] A No, the late '90s, I said.
[21] A So there was a woman also in the late '90s?
[22] A Yes.
[23] Q You don't remember her name?
[24] A No, I'm sorry I don't.
[25] Q Any others that you remember?

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[1] A I can't recall.
[2] Q Do you recall where the conversation was?
[3] A No.
[4] Q You recall it was a manager – it was with a [5] manager of the division?
[6] A Yes.
[7] Q Was there anybody else present for that [8] conversation?
[9] A I can't recall.
[10] Q Was this person a woman or a man?
[11] A It had to have been a man.
[12] Q Why do you say it had to be a man?
[13] A Because I don't think I hired a woman executive [14] for that division until late '90s.
[15] Q Was that Lynn Edwards you hired in the late '90s?
[16] A Yes. Lynn Edmonds, thank you. That's the – That [17] was the woman's name, but I'd forgotten it.
[18] Q She was the manager of the division between Peter [19] Demakis and Dallas Graves?
[20] A No, there were a few others.
[21] Q In between those two?
[22] A Yes, sir.
[23] Q Do you recall if that conversation was with Dallas [24] Graves?
[25] A I can't recall who it was with.

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[1] A No.
[2] Q Do you recall the circumstances under which this [3] person, this manager of the division told you about the wide [4] seller?
[5] A No.
[6] Q Do you recall why you told this person to stop [7] using them?
[8] A No.
[9] Q Did you see a side letter at that point?
[10] A I don't recall.
[11] Q What was your concern about the side letter?
[12] A I had a lot of concerns about it.
[13] Q Tell me those concerns?
[14] A I didn't think it was a sales issue. I don't [15] think you needed to use a side letter.
[15] Q What do you mean?
[16] A Well, it's not necessary to use a side letter to [18] sell the deal, this deal.
[17] Q Did you tell the person that the side letter [20] should – the language should go right in the contract?
[18] A No.
[19] Q What did you tell the person?
[20] A I think it was a proven group.
[21] Q What do you mean?
[22] A A group with a track record.

Vantage 20683

BSA

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XMAX(17)

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- [1] Q So why does that matter?
 [2] A I just felt it wasn't necessary to give anybody a [3] side letter.
 [4] Q Why would it not be necessary to give a proven [5] group with a track record a side letter?
 [6] A Because the organization would know their results [7] from past history.
 [8] Q Why was that important?
 [9] A They know how much money they're going to make.
 [10] Q Again, why is that important? Why does that mean [11] they don't need a side letter?
 [12] A Because it's a proven track record of how much [13] money they're going to make.
 [14] Q I'm going to ask you again. I don't understand [15] why that means they don't need a side letter?
 [16] A I gave you my answer, Peter.
 [17] MR. LeCLAIR: Peter, if he doesn't have a [18] different answer, he can't help the fact he doesn't have a [19] different answer. Why don't you move on to another [20] question?
 [21] MR. LEVITT: Thank you very much, Brian. I [22] appreciate your input. It's very helpful.
 [23] Q You've testified that you told – that you [24] didn't – you said you didn't – you told this person he [25] didn't need the side letter because the group was a proven

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- [1] Q Did you talk to any of the other Sales people and [2] say, for example, that side letters should not be used?
 [3] A I don't recall. I think I did.
 [4] Q You think you did?
 [5] A Yeah.
 [6] Q So you did do something to make sure that side [7] letters were not —
 [8] A You said ensure. That's not what I said. That's [9] what you said.
 [10] Q Did you communicate to any of the other sales [11] people after this one incident that they should no longer [12] use side letters?
 [13] A I don't think so.
 [14] Q Did you communicate anything to any of the other [15] Sales people after this one incident about side letters?
 [16] A No.
 [17] Q You didn't talk to any of the other Sales people?
 [18] A I always talk to some of the Sales people.
 [19] Q You didn't talk to any of the other Sales people [20] about the side letters after this incident?
 [21] A Not to my knowledge.
 [22] Q Did you ask anyone at Vantage to discuss with any [23] of the Sales people the usage of side letters after this [24] incident?
 [25] A I don't recall if I did or I didn't.

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- [1] group, had a proven track record. What was the purpose of [2] the side letter in that respect?
 [3] MR. LeCLAIR: Objection.
 [4] A It was like, as I've stated before.
 [5] Q Could you remind me?
 [6] A It was a risk – a non-liability risk by using the [7] side letter. I believe that's what I stated before.
 [8] Q The side letter took away the risk for the [9] organization?
 [10] A Yes.
 [11] Q And ensured that they would have no liability?
 [12] A Yes.
 [13] Q And so, if the company had a proven track record [14] of making money, that wouldn't be a concern because they [15] wouldn't have a risk anyways; is that the point?
 [16] A Yes.
 [17] Q Do you recall whether you – there were any other [18] occasions where you found out about side letters being used?
 [18] A No.
 [19] Q Did you do anything to ensure, after this one [21] incident, that side letters were not being used?
 [20] A Did I ensure it?
 [21] Q Did you do anything to make sure, after that one [24] incident that side letters were no longer being used?
 [22] A No.

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- [1] Q Were you concerned about other Sales people using [2] side letters after you found out about this one incident?
 [3] A No.
 [4] Q Why not?
 [5] A I just wasn't at the time.
 [6] Q Did you think that it was going on with other [7] Sales people?
 [8] A I wasn't sure if it was or it wasn't.
 [9] Q Did you do anything to find out if it was?
 [10] A No.
 [11] Q You mentioned – When I asked you if you had [12] concerns about the side letter in this one incident, you [13] said that you had numerous concerns. Can you tell me what [14] the rest of those concerns were?
 [15] A Well, my concern was my business.
 [16] Q What about your business?
 [17] A That the competition was guaranteeing funds to [18] customers, all our competitors.
 [18] Q And when did you first learn about that?
 [19] A I'd be guessing. I wouldn't know, Peter.
 [20] Q Would you say it was the early '90s or late '90s?
 [21] A I'd say it's the early '90s.
 [22] Q Who did you learn was among your competitors that [24] were giving guarantees?
 [23] A All of them.

Vantage 20684

BSA

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XMAX(18)

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- [1] Q Who were your competitors?
 [2] A Barton & Cotton, Finn Marketing. Those are the [3] two big competitors. And I don't know if Famous Artists was [4] still in business then or not, Peter.
 [5] Q How did you hear about this?
 [6] A You know, documentation or salesmen's [7] conversation. People new they were guaranteeing people [8] money.
 [9] Q When you say salesmen's conversation, does that [10] mean your sales people talking to potential clients, and the [11] clients would say, 'Well' —
 [12] A Yes, sir.
 [13] Q Let me —
 [14] A That's right. What you said was right.
 [15] Q I know. I hadn't finished. And just for the [16] record —
 [17] A I'm sorry.
 [18] Q That's okay. And the client would say, 'Well, [19] Barton-Cotton is guaranteeing us \$50,000,' for example?
 [20] A Yes.
 [21] Q That's how you — one of the ways that you learned [22] about this?
 [23] A Yes.
 [24] Q What was your response?
 [25] A My personal response?

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- [1] Q Well —
 [2] A I assume that's where these side letters came [3] from.
 [4] Q You assume, or do you know that to be the case?
 [5] A I assume.
 [6] Q Why are you using the word "assume"?
 [7] A Because it never came as a, 'Hank Lewis says.'
 [8] Q What do you mean?
 [9] A That that was our policy. It was not a policy, [10] okay.
 [11] Q You never told your Sales people to do that?
 [12] A Yes.
 [13] Q But you know they did it?
 [14] A Some of them, yes.
 [15] Q When did you first become aware that they were [16] doing this, using the side letters?
 [17] A I don't recall.
 [18] Q Was it prior to this investigation of '97, this [19] lawsuit in '97?
 [20] A Excuse me?
 [21] Q Was it prior to this lawsuit in '97 that you first [22] became aware that —
 [23] A I've already said yes to that.
 [24] Q You've said that one incident?
 [25] A Yes.

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- [1] Q Well, what was your response as the CEO of [2] Vantage?
 [3] A I don't recall what my response was.
 [4] Q You said you were concerned about —
 [5] A Well, it concerned me.
 [6] Q — concerned about the business?
 [7] A How do you stay in business if people are making [8] guarantees?
 [9] Q If they're making guarantees and you're not, how [10] do you stay in business?
 [11] A Yes.
 [12] Q So what did you do?
 [13] A I assume we kind of followed suit.
 [14] MR. DARLING: I'm sorry, sir?
 [15] THE WITNESS: I assume we followed suit.
 [16] Q You said, 'I assume we followed suit.' Do you [17] know whether you followed suit or not?
 [18] A I assume we followed suit. The answer is yes.
 [19] Q You do know?
 [20] A Yes.
 [21] Q You did follow suit?
 [22] A Yes.
 [23] Q How did you follow suit? What did you do?
 [24] A I don't know all the details, but I assume we [25] followed suit.

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- [1] Q Is there any other incident you recall in which [2] you became aware of side letters being used?
 [3] A No.
 [4] Q You said again that — previously that you were [5] concerned when you found out about the side letters being [6] used, and you said you had numerous concerns. Have you told [7] me all of your concerns? Did you have other concerns?
 [8] A No. No, Peter.
 [9] Q No, you haven't told me, or no, you didn't have [10] any more?
 [11] A No, I didn't have any more.
 [12] Q And you said your concern was the business because [13] your competitors were giving financial guarantees?
 [14] A Yes, sir.
 [15] Q Now, a side letter gave a financial guarantee —
 [16] MR. LeCLAIR: Objection.
 [17] Q — is that correct?
 [18] A No.
 [19] Q You said earlier removed the risk. If you told [20] your employee not to use the side letter, were you then [21] concerned about the business?
 [22] A Excuse me, Peter?
 [23] Q Let me see if I can ask this is a way that makes [24] sense. Were you concerned that if you told your employee [25] not to use the side letter, that Vantage would be at a

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BSA

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XMAX(19)

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- [1] competitive disadvantage?
 [2] A Could you say that again? I'm sorry.
 [3] Q Were you concerned that if you told your employee [4] not to use the side letter, that Vantage would be at a [5] competitive disadvantage?
 [6] A I assume so.
 [7] Q You assume you were concerned about that?
 [8] A I definitely was concerned about it.
 [9] Q What did you do to address that concern?
 [10] A Nothing.
 [11] Q Do you know —
 [12] THE WITNESS: Can I have another glass of water? [13] That's what I do know.
 [14] MR. LEVITT: We're going to break in 20 minutes. [15] Can you wait?
 [16] THE WITNESS: Okay.
 [17] MR. LEVITT: Do you want to take a — We can take [18] a short break now. Do you want to take a break?
 [19] THE WITNESS: Do you mind? Two minutes.
 [20] MR. LEVITT: We'll take a quick break now.
 [21] (Off the Record.)
 [22] (Whereupon, at 12:14 p.m., the deposition was [23] recessed, to be reconvened this same day.)

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- [1] A Yes.
 [2] Q I may have asked you this, as well. Do you recall [3] if the transaction you were referring to was a sale of the [4] Famous Artists division to Barton-Cotton in 1993? Does that [5] ring a bell?
 [6] A No.
 [7] Q Can you tell me the names of all the people at [8] Famous Artists that you had any contact with?
 [9] A Charles Simon. And there was another guy, and I [10] did meet his father once. I don't know what his name was.
 [11] Q The father of Charles Simon?
 [12] A Yeah. There was a Dad someplace. Then there was [13] another guy. And then, there was another guy from [14] Tennessee.
 [15] Q Does the name Bev Howard ring a bell?
 [16] A Excuse me, sir?
 [17] Q Does the name Bev Howard ring a bell?
 [18] A No.
 [19] Q Again, you may have testified to this point, but [20] do you recall how long the relationship between Vantage and [21] Famous Artists took place?
 [22] A I think it was a year, a year and a half, in that [23] vicinity. I'm not 100 percent sure.
 [24] Q Do you know if there was any contractual documents [25] in that connection?

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- [1] (1:19 p.m.)
 [2] A F T E R N O O N S E S S I O N
 [3] EXAMINATION (cont.)
 [4] MR. LEVITT: Back on the record.
 [5] BY MR. LEVITT:
 [6] Q Mr. Lewis, at some point, did you take over [7] responsibility for reviewing contracts from Harry Melikian?
 [8] A No.
 [9] Q That never happened?
 [10] A No.
 [11] Q You mentioned the relationship, the business [12] relationship you had with Famous Artists, that Vantage had [13] with Famous Artists, correct?
 [12] A Yes.
 [13] Q I'm sure I asked you this, but maybe you could [16] refresh my recollection. When was that?
 [14] A '90, '89. I'm not sure.
 [15] Q In that general time period?
 [16] A It might have been '88. I don't know. I'm not [20] sure.
 [17] Q You were — had questions, I think, about the name [22] of Famous Artists and what it was actually called. Does the [23] name Famous Hospitality Corporation ring a bell?
 [18] A No.
 [19] Q You remember it as Famous Artists?

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- [1] A No.
 [2] Q You don't know if there were or weren't?
 [3] A Were or weren't, I don't know.
 [4] Q It may have been oral; it may have been in [5] writing. You're not sure?
 [5] A I'm not sure.
 [6] Q Do you have a sense of how lucrative the program [8] was for Vantage?
 [7] A No.
 [8] Q Were you aware that Famous Artists was [11] investigated by the Postal Service for violations of the [12] Cooperative Mail Rule in the early 1990s?
 [9] A No.
 [10] Q Did you, at any point, have any discussions with [15] anyone at Famous Artists about any problems they were having [16] using their non-profit — using the non-profit rates?
 [11] A No.
 [12] Q Who were the clients that you referred to Famous [19] Artists?
 [13] A I wouldn't know.
 [14] Q You don't remember?
 [15] A No.
 [16] Q Were you trying to target a particular type of [24] client for Famous Artists?
 [17] A No.

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BSA

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XMAX(20)

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- [1] Q Let me explain what I --
 [2] A I'm sorry. Go ahead.
 [3] Q Let me explain what I mean by that. You referred [4] earlier to Imperial Shrine as --
 [5] A Yes.
 [6] Q -- a client who had a strong -- I can't remember [7] the term you used -- a strong base, a strong --
 [8] A Affinity.
 [9] Q -- affinity membership. Is that the right way to [10] say it?
 [11] A Yes, sir.
 [12] Q And my question about Famous Artists is were you [13] trying to refer those type of clients to Famous Artists?
 [14] A I would assume so. I mean, I don't have a list of [15] the clients, Peter.
 [16] Q No, I understand you don't remember. I'm asking [17] you, though, what the thinking was at the time in terms of [18] the types of clients you would refer to Famous Artists. For [19] example, would you refer them to your smaller clients that [20] had a very small member base, or would you refer them to [21] your larger clients that had a larger membership base and [22] many branches?
 [23] A I can't recall who we referred, but I assume it's [24] clients. I don't have a list.
 [25] Q Who at Vantage was responsible for that activity,

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- [1] Q Well, in the period 1995 to the present, who ran [2] the sales meetings?
 [3] A I could have run them. Jay Gelb could have run [4] them. The manager of the division could have run them. [5] Various people could have run them.
 [6] Q What would that depend on, whether you would run [7] it or Jay Gelb would run it or the manager would run it?
 [8] A It depended who was going to run it. I mean, [9] there was no set format of who was going to run it.
 [10] Q Well, who would make the decision as to who would [11] run it?
 [12] A I would assume it would be between myself or the [13] sales manager or the division head.
 [14] Q Was Jay Gelb a sales manager or division head?
 [15] A At one time, yes. A few times, yes.
 [16] Q Would Mr. Melikian typically attend these sales [17] meetings?
 [18] A Very rarely.
 [19] Q What happened at the sales meetings?
 [20] A We would discuss how to put together sales [21] materials, how to sell, how to go on the road.
 [22] Q So it would be sort of a training for sales [23] people?
 [24] A It could be.
 [25] Q Could be? Was it sometimes?

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- [1] referring the clients to Famous Artists?
 [2] A I would assume whoever the general manager is and [3] the sales people.
 [4] Q Do you know who the general manager was at that [5] time?
 [6] A No.
 [7] Q Was Mr. Melikian involved in that?
 [8] A Not to my knowledge.
 [9] Q Did you have any conversations with anyone at [10] Famous Artists about the Cooperative Mail Rule?
 [11] A No.
 [12] Q Was part of your practice at Vantage to attend [13] sales meetings?
 [14] A Mine?
 [15] Q Yes.
 [16] A Sometimes.
 [17] Q How often were sales meetings held?
 [18] A Usually quarterly.
 [19] Q Would you typically attend those?
 [20] A Sometimes, yeah.
 [21] Q Who ran the sales meetings?
 [22] A What time period?
 [23] Q Well, is there a title of a person that generally [24] would have run the sales meetings?
 [25] A No. It could vary.

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- [1] A Could be.
 [2] Q Well, I don't know what you mean when you say [3] "could be"?
 [4] A Well, the agenda would vary.
 [5] Q Are you saying sometimes, there would be training, [6] and sometimes, not?
 [7] A Yes, I would say that's fair.
 [8] Q What other types of items were on the agenda?
 [9] A Time management. We'd have people come in and [10] train from the outside.
 [11] Q About how the sales people should manage their [12] time?
 [13] A Yes.
 [14] Q What else?
 [15] A New products.
 [16] Q Give me an example of what you mean by that?
 [17] A Instead of a trip to Spain, we're going to [18] Istanbul.
 [19] Q Let me focus your attention on the fundraising [20] division, okay.
 [21] A Okay.
 [22] Q Were there sales meetings that involved just [23] travel or just fundraising?
 [24] A Yes.
 [25] Q I'm going to ask about the fundraising.

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BSA

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XMAX(21)

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- [1] A Okay, I'm sorry.
 [2] Q That's okay. I'm going to ask you the same [3] questions because I'm not sure what you were referring to. [4] Were there sales meetings of just the fundraising group?
 [5] A Yes.
 [6] Q How often were those?
 [7] A Quarterly.
 [8] Q Who would run those?
 [9] A The same. Same answer as before.
 [10] Q What would be on the agenda, some of the agenda [11] items? I understand it would vary by meeting, but some of [12] the agenda items that would be discussed at sales meetings?
 [13] A Road trips, conventions, in-house visits, sales [14] paraphernalia, telephone reports, time management.
 [15] Q Was this to train the sales people about these [16] issues?
 [17] A Train them?
 [18] Q Remind them?
 [19] A Remind them? Okay, I think that's a good [20] terminology.
 [21] Q And would you sometimes hire outside consultants [22] to come in?
 [23] A Yes.
 [24] Q Was that typical?
 [25] A Yeah.

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- [1] Q How long would the meetings last, typically or [2] generally?
 [3] A Four or five hours.
 [4] Q Where did they usually take place?
 [5] A Various locations.
 [6] Q Would you have them on site at Vantage, or would [7] you go somewhere nice?
 [8] A Either/or.
 [9] Q Did you also discuss performance issues at these [10] meetings?
 [11] A Very rarely, I think.
 [12] Q What would you say was sort of the prime purpose [13] of these meetings?
 [14] A Training.
 [15] Q Did you at these meetings ever discuss issues [16] involving postal rates?
 [17] A No.
 [18] Q Did you ever discuss issues involving regulations [19] governing the use of non-profit mails?
 [20] A No.
 [21] Q Did you ever discuss the Cooperative Mail Rule?
 [22] A No, not to my recollection. Let's put it that [23] way.
 [24] Q When a new salesperson came to Vantage on the [25] fundraising side, how would that person be trained when they

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- [1] first came to Vantage?
 [2] A A sales person would usually do the training.
 [3] Q Another sales person?
 [4] A Somebody in - Yes.
 [5] Q Would that entail taking that person out on the [6] road?
 [7] A It could.
 [8] Q Does that mean sometimes, it did and sometimes it [9] didn't?
 [10] A It could, yeah.
 [11] Q What other forms of training were there?
 [12] A I would assume they showed them how to make a [13] telephone appointment.
 [14] Q When you say you assume, does that mean you don't [15] know?
 [16] A I don't know.
 [17] Q Tell me about the training of new sales people [18] that you know of?
 [18] A They would be taken into a - given a team, [20] somebody that would be a buddy. Does that make sense?
 [21] Q Yes.
 [22] A That's how they get trained.
 [23] Q So it was primarily from another sales person?
 [24] A Yes.
 [25] Q Are you aware of any other training?

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- [1] A No.
 [2] Q You mentioned earlier that at some point, you [3] became aware that your competitors were offering guarantees [4] to their non-profit clients. Do you recall that?
 [5] A Yes.
 [6] Q Do you recall when that was when you first became [7] aware of that?
 [8] A No.
 [9] Q Did you have any discussions with Harry Melikian [10] about that issue?
 [11] A Excuse me?
 [12] Q Did you have discussions with Harry Melikian about [13] that issue?
 [13] A I assume I did.
 [14] Q Again, do you remember?
 [15] A No.
 [16] Q Why do you say you assume you did?
 [17] A I assume that would be a topic of conversation.
 [18] Q Is that because your respective roles in the [20] company?
 [19] A Yes.
 [20] Q Was talking about that sort of issue part of the [23] practice or procedure of the company, how you operated?
 [21] MR. LeCLAIR: Objection.
 [22] A I can't answer that.

Vantage 20688

BSA

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XMAX(22)

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- [1] Q Did Vantage offer its clients guarantees?
 [2] A Are you talking in side letters? Is that what [3] you're saying to me?
 [4] Q In any way.
 [5] A I think the answer is yes.
 [6] Q What sort of guarantees did Vantage offer its [7] clients?
 [8] A I don't know.
 [9] Q Let me repeat the question in this way. When you [10] say that Vantage offered its – offered guarantees to [11] clients, I'm referring to non-profit clients. Is that the [12] way you understood the question?
 [13] A No.
 [14] Q Let me ask it again then. Did Vantage offer [15] guarantees to non-profit clients in its fundraising?
 [16] A I'm not sure. I'm not sure if they were for [17] profit or bulk or non-profit.
 [18] Q Your understanding is that there were guarantees [19] given, but you're not sure about the identity of the client?
 [19] A Yes.
 [20] Q Were you personally involved in any of those [22] guarantees?
 [21] A Not to my knowledge.
 [22] Q Were you personally involved in informing clients [25] that they would have no liability? I'm talking about non

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- [1] This will be – Actually, I'm going to show you two [2] documents, Exhibit 1a and Exhibit 1b. The program agreement [3] will be 1a; the letter will be 1b.
 [4] (The referred to documents were [5] marked for identification as [6] Exhibits No. 1a and 1b, [7] respectively.)
 [8] BY MR. LEVITT:
 [9] Q I'd ask you to take a look at – I'm going to show [10] you a program agreement. It's DOJ 01214, dated October 27, [11] 1995. That's Exhibit 1a. And then, a letter, DOJ 01206, [12] dated October 27, 1995. I'd ask you to take a look at the [13] letter first?
 [14] A This one here, Peter?
 [15] Q No. The letter, Exhibit 1b, and ask if that's the [16] letter that you're referring to?
 [16] A Yes.
 [17] Q And your testimony is that that's not your [19] signature?
 [18] A That's my testimony.
 [19] Q Do you know who Rosemary Swetland is?
 [20] A No.
 [21] Q Did you have any dealings with the Grand Chapter [24] of Texas, Order of the Eastern Star in 1995?
 [22] A Me personally?

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- [1] profit clients, informing clients that they would have no [2] liability if they ran a program with Vantage?
 [2] A Me?
 [3] Q Yes.
 [4] A No.
 [5] Q You never signed a letter in that respect?
 [6] A I'm told I did, but it wasn't a practice.
 [7] Q When you say you were told you did, what do you [9] mean?
 [8] A I saw a letter yesterday. I don't know.
 [9] Q Are you saying that you don't recall signing that [12] letter?
 [10] A It wasn't my signature.
 [11] Q Do you think that somebody signed that letter – [15] Well, let me rephrase the question. Were you aware that [16] that letter had gone out with your signature on it?
 [12] A No.
 [13] Q Was there anyone at Vantage that was authorized to [19] sign your signature?
 [14] A No.
 [15] Q Do you remember what client that letter dealt [22] with?
 [16] A I thought it was the Grand Lodge in Texas [24] yesterday.
 [17] MR. LEVITT: I'm going to show you a document.

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- [1] Q Yes.
 [2] A No.
 [3] Q Do you know if they were a client?
 [4] A I assume they were by this letter.
 [5] Q You don't know, other than having seen this [6] letter, whether they were a client?
 [6] A At this time?
 [7] Q Yes.
 [8] A No.
 [9] Q Do you know who the —
 [10] A Can I put this down now, Peter?
 [11] Q Yeah, you can put it down. Did anybody at Vantage [13] have authority to sign your signature?
 [12] A No.
 [13] Q Are you aware of anyone at any other time signing [16] your signature at Vantage?
 [14] A No.
 [15] Q I'd ask you to take a look at Exhibit 1a, on Page [19] 6. Is that your signature?
 [16] A I'm sorry, Peter. Which one is Page 6? No.
 [17] Q Do you recognize the initials to the right of your [22] name?
 [18] A No.
 [19] Q Directing your attention to Exhibit 1a —
 [20] A This one here? Is this what you're saying?

Vantage 20689

BSA

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XMAX(23)

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- [1] Q That's what I'm referring to on Exhibit 1b. Do [2] you recognize those initials?
[3] A No.
[4] Q Turning back to the letter, Exhibit 1b, do you [5] recognize the initials next to that letter?
[6] A No.
[7] Q Have you ever seen Fred Chandler's initials [8] before?
[9] A No.
[10] Q Did you ever have occasion where someone at [11] Vantage would sign your name and initial it?
[12] A No.
[13] Q Were sales people at Vantage authorized to sign [14] your name and initial it?
[15] A No.
[16] Q In October 1995 –
[17] THE WITNESS: May I look at this?
[18] MR. LEVITT: You can do as you please.
[19] Q In October 1995, who was responsible for reviewing [20] changes to contracts on behalf of the fundraising unit of [21] Vantage?
[22] A I don't know.
[23] Q Do you know who – Do you know the position that [24] typically held that responsibility?
[25] A Whoever was the manager of the division.

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- [1] Q And what's that based on?
[2] A That's how we did it.
[3] Q That's your understanding as to how things [4] operated?
[5] A Yes.
[6] Q Was it your understanding that Mr. Melikian was – [7] ever had responsibility for reviewing changes to contracts?
[8] A Say that again, please?
[9] Q Was it your – Is it your understanding that Mr. [10] Melikian ever had responsibility for reviewing changes to [11] program agreements in the fundraising division?
[12] A I would assume that he helped out.
[13] Q What is that assumption based on?
[14] A Harry stuck his hands in a lot of pies. But the [15] bottom line is, it would go to the – the way the procedure [16] is supposed to work, the department head would be [17] responsible for the contract going out and signing for the [18] contract.
[19] Q Were you aware that there was a policy or practice [20] when changes were made to the standard program agreement, [21] that there was a different policy or practice when changes [22] were made to the standard program agreement?
[23] A No.
[24] Q Were you aware that there was a standard program [25] agreement?

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- [1] A Yes.
[2] Q I'd ask you to take a look at Exhibit 1a again – [3] or 1b. You can take a look at both of them – the program [4] agreement.
[5] A Which is?
[6] Q Which is 1a. It says "Program Agreement" at the [7] top.
[8] A Okay.
[9] Q Is that the standard program agreement?
[10] A I wouldn't know.
[11] Q How do you know there was a standard program [12] agreement?
[13] A How do I know? Because we had some kind of [14] templates done, and that was a standard. I wouldn't know if [15] this is the standard or it's been changed. I wouldn't know.
[16] Q Were you familiar with the substance and terms of [17] the program agreements?
[18] A No.
[19] Q You referred earlier to finding out that one of [20] your salespeople was using side letters. Do you recall [21] that?
[22] A Yes.
[23] Q Taking a look at Exhibit 1b, is that the type of [24] side letter that you're referring to?
[25] A I wouldn't know.

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- [1] Q Did you know at that time what was contained in [2] the side letters?
[3] A At which time, Peter? I'm sorry.
[4] Q When you learned from one of your employees – you [5] learned that one of your employees was using side letters.
[6] A Yes.
[7] Q You knew what was in the side letters?
[8] A No.
[9] Q What did you know about the side letters?
[10] A Just that it was a release.
[11] Q A release for the non-profit?
[12] A No. A release from liability.
[13] Q For the non-profit?
[14] A Yes.
[15] Q At that time, when that happened, did that [16] employee show you one of the side letters?
[17] A Not to my recollection.
[18] Q Your recollection – What is your recollection [19] with respect to how that information was given to you?
[20] A Either someone showed it to me or someone told me.
[21] Q Do you recall – You can move those if you like?
[22] A Do you want me to keep them there? Whatever you [23] want me to do.
[24] Q Do you recall that Vantage was investigated in [25] 1990 by the Postal Service?

Vantage 20690

BSA

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XMAX(24)

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- [1] A I don't recall it. He showed me something [2] yesterday, I think it was.
- [3] Q Other than what – Other than information you [4] reviewed with your attorney, do you remember any issue in [5] 1990 having to do with the Postal Service and Vantage?
- [6] A No.
- [7] MR. LEVITT: I'd ask you to take a look at a [8] letter. It will be Exhibit 2, DOJ 10811, dated October 25, [9] 1990.
- [10] (The referred to document was [11] marked for identification as [12] Exhibits No. 2.)
- [13] BY MR. LEVITT:
- [14] Q Do you recall this letter?
- [15] A Yes.
- [16] Q What do you recall about this letter?
- [17] A That Brian showed it to me yesterday.
- [18] Q Do you recall seeing it prior to yesterday?
- [19] A No.
- [20] Q Who is Walter Wekstein?
- [21] A That was an attorney of mine, the man I said that [22] was retired.
- [23] Q That's in 1990, he was your attorney?
- [24] A I assume so.
- [25] Q Do you recall the name – the initials are here -

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- [1] Q And when was that?
- [2] A The late '80s.
- [3] Q Is this the letter that you were referring to when [4] you said it had erroneous information in it?
- [5] A It looked like erroneous information to me.
- [6] Q What's erroneous about this letter?
- [7] A These are travel customers, most of them. That's [8] what I – When I looked at this letter, it had not – when [9] he showed it to me yesterday, I don't know what relevance it [10] had here. So that's the first thing I said. I'm not a [11] lawyer. I'm not a judge, or anything.
- [12] Q What's erroneous about some of these being travel [13] customers?
- [14] A Because I assumed we were mailing these bulk. [15] That was my assumption when I saw this yesterday.
- [16] Q Because your assumption was that you had changed [17] because of the prior investigation?
- [18] A Yes, sir.
- [19] MR. LEVITT: I'm going to show you another [20] document. This will be Exhibit 3. I'm sorry, Brian. I [21] only have one extra copy of that. This is DOJ 10971. It's [22] a letter, dated November 16, 1990.
- [23] (The referred to document was [24] marked for identification as [25] Exhibits No. 3.)

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- [1] H.E. Seweryn?
- [2] A No.
- [3] Q Do you recall that name now?
- [4] A No, sir.
- [5] Q Do you recall the name Helen Seweryn?
- [6] A No.
- [7] Q Do you recall any conversations with any postal [8] employees in 1990?
- [9] A No.
- [10] Q Do you remember – Do you recall any conversations [11] with any postal employees in 1991?
- [12] A No.
- [13] Q This letter says – the first sentence reads, "The [14] investigation into the misuse of special bulk rate mailing [15] privileges to make cooperative mailings between non-profit [16] organization and your company requires that additional [17] documents be furnished by your firm." [18] Can you recall any investigation involving [19] cooperative mailings?
- [20] A Yes.
- [21] Q What investigation do you recall?
- [22] A In the travel business. I told you that this [23] morning.
- [24] Q For Trans National?
- [25] A No, no. For Vantage.

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- [1] BY MR. LEVITT:
- [2] Q Do you recall seeing this letter before?
- [3] A No.
- [4] Q It refers to – The letter refers to Henry Lewis, [5] President, Vantage Financial Services. Were you President [6] of Vantage Financial Services in 1990?
- [7] A I don't know what my title was.
- [8] Q Was Vantage Financial Services in the fundraising [9] business?
- [10] A I can't answer that honestly. I don't know what [11] the exact title was. So I don't want to say yes to [12] something I'm not sure of.
- [13] Q Well, you testified that Vantage Travel Services [14] was in the travel business?
- [15] A Yes.
- [16] Q Did you have any other company that was involved [17] in anything but the fundraising business?
- [18] A Yes.
- [19] Q What?
- [20] A Credit cards.
- [21] Q What company was that?
- [22] A We would market credit cards. So I'm not sure if [23] that's the name or not the name. I'm guessing.
- [24] Q When did you stop marketing – or actually, when [25] did you start and when did you stop marketing credit cards?

Vantage 20691

BSA

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XMAX(25)

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[1] A I think we started in '86. We were still [2] receiving some revenues. I'm not sure how long we lasted, [3] but we actively marketed for over a year. And then, we [4] brokered some business out.

[5] Q So you started in '86 and stopped a year later?

[6] A No. We still brokered some business out. And I [7] don't know the exact times. So I don't want to say one [8] thing when I'm not sure of the answer.

[9] Q You testified earlier that Richard Jarvis was [10] hired to be President of the fundraising unit; is that [11] correct?

[12] A Yes.

[13] Q Again, this letter in the first paragraph refers [14] to – states, "Review of the contractual information shows [15] that mailings made in conjunction with your organization's [16] programs in non-profit groups were cooperative in nature." [17] Do you recall being aware of that in 1990?

[18] A I would assume yes to that.

[19] Q Why do you say you're assuming?

[20] A Because I'm trying to get my placement of time, to [21] be honest with you, Peter, when the travel incident was in [22] the late '80s, or was it this late. I'm not – I'm a [23] little – not sure what time period that is. Does that make [24] sense to you?

[25] MR. LEVITT: Let me see if I can refresh your

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[1] Columbus. There's one with the Knights of Columbus [2] Charities. There's one with the Michigan Scottish Right, [3] and with the Indiana State Elks Association. There's one [4] with the Independent Telephone Pioneer Association.

[5] Do you recall whether these clients were clients [6] of your fundraising division?

[7] A I would assume by this paperwork, they are.

[8] Q Well, why don't you take a look at the paperwork [9] entirely and see if you can do more than assume?

[10] A They must be, okay.

[11] Q Did you have any knowledge of this – of these [12] contracts being sent out to the Postal Service?

[13] A No.

[14] Q Does this assist you in resolving your confusion [15] about whether these letters that I showed you involved the [16] fundraising business?

[17] A I would assume from what I just saw that it's [18] replying to the fundraising business.

[19] Q Did you ever have any conversations with Richard [20] Jarvis about any issues involving the Postal Service and [21] postal regulations?

[22] A No.

[23] Q During this time period, who was Richard Jarvis [24] reporting to?

[25] A Me.

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[1] recollection. I'm going to show you another document, [2] Exhibit 4.

[3] THE WITNESS: Should I move these?

[4] MR. LEVITT: You can put these on top of here, if [5] you'd like. And this is a letter and an attachment. The [6] letter is from Richard Jarvis, and it's dated September 13, [7] 1991. It's DOJ 10858. It's the same document we discussed [8] with Melikian. Take a look at it.

[9] (The referred to document was [10] marked for identification as [11] Exhibits No. 4.)

[12] BY MR. LEVITT:

[13] Q I'd ask you to take a look at this letter. Do you [14] recall seeing this letter before?

[15] A No.

[16] Q This letter states, "These have been reviewed by [17] our counsel to be concurrent with postal regulations [18] regarding cooperative mailings. Please note Paragraph [19] 6(c)." Do you recall, during this time period, an issue [20] with respect to making contracts concurrent with postal [21] regulations regarding cooperative mailings?

[22] A No.

[23] Q I ask you to look at the contracts that are [24] attached here, the first one for the Ohio Scottish Right. [25] There's one with the New York State Council Knights of

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[1] Q When did Richard Jarvis leave the company?

[2] A I don't know the exact time period.

[3] Q One of these letters refers to Richard Jarvis as [4] General Manager, and one refers to him as President. Do you [5] have a recollection of what his title was?

[6] A No.

[7] Q Was it your practice to closely monitor what Mr. [8] Jarvis was doing?

[9] A No.

[10] Q How would you describe your practice vis a vis [11] monitoring Mr. Jarvis's activities?

[12] A We had no standardization whatsoever in those [13] days.

[14] Q I understand if you had no standardization, but [15] how would you describe your relationship with Mr. Jarvis in [16] terms of overseeing his work?

[17] A Shaky at best.

[18] Q Why do you say that?

[19] A Because of the results. He did get a lot of good [20] results for the business that he –

[21] Q The company didn't do well?

[22] A No, no.

[23] Q I'm trying to get a feel for your management [24] relationship with Mr. Jarvis. Did you meet with him often?

[25] A No.

Vantage 20692

BSA

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XMAX(26)

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- [1] Q When I say "meet," I mean to discuss business, the [2] business of the fundraising. Do you understand what I mean [3] when I say that?
- [4] A Yes.
- [5] Q How often would you say that you met with him to [6] discuss business issues?
- [7] A Monthly.
- [8] Q And would you talk on the phone during that time [9] or not?
- [10] A I didn't spend much time. Very little time of [11] mine was spent.
- [12] Q What were you focusing on at this time?
- [13] A The travel business.
- [14] THE WITNESS: Can I move this, Peter?
- [15] MR. LEVITT: Sure. You can – whenever you're [16] done with these, you can put them in the middle. Right here [17] in the middle is fine.
- [18] Q On the fundraising side, were there any times when [19] you would be called in to assist in making a deal with a [20] non-profit?
- [21] A Me personally?
- [22] Q Yes.
- [23] A Not to my recollection.
- [24] Q And to be clear what I'm asking, I'm saying before [25] a contract is signed, a salesperson is negotiating the

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- [1] et cetera, et cetera.
- [2] Q Did you ever have any meetings with non-profit [3] clients on the fundraising side that were business oriented, [4] rather than just saying hello?
- [5] A No, not that I can recall – I'm sorry. I did. I [6] did make a call, Alabama Wildlife.
- [7] Q Why don't you tell me about that?
- [8] A I don't know. I guess Dick had sold the group a [9] fundraising deal.
- [10] Q Dick who?
- [11] A Katz. And someone stole the cash receipts out of [12] the organization.
- [13] Q Someone stole the cash receipts from where?
- [14] A I guess they were doing the caging. They were [15] doing some of the caging.
- [16] Q Alabama Wildlife was?
- [17] A Yeah. I guess, history, you know, the Executive [18] Director left with the money.
- [19] Q And what happened?
- [20] A I had to go down there and try to make some sort [21] of a commitment to get the money back with Dick.
- [22] Q What sort of commitment did you offer them?
- [23] A I can't recall.
- [24] Q Who did you meet with?
- [25] A Some people down at the Alabama Wildlife.

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- [1] terms, whether you were ever called in, in any way, to [2] assist in getting the deal done. That's what I mean by that [3] question.
- [4] A With a client? I'm confused.
- [5] Q Okay, let me try to explain it. A situation where [6] a salesperson is trying to negotiate a contract with a [7] client, either a new client or an old client that they're [8] trying to re-op, the salesperson is trying to re-op.
- [9] A I don't think I've ever been on a call in the [10] fundraising business to sell fundraising.
- [11] Q Never on a phone call, or never on a personal [12] visit?
- [13] A On a personal visit. I've never been on the road.
- [14] Q Did you ever meet with any of the non-profit [15] clients in your offices at Vantage?
- [16] A Yes.
- [17] Q On the fundraising side?
- [18] A Yes.
- [19] Q Who did you meet with?
- [20] A I don't recall.
- [21] Q Is it fairly common that you would meet with —
- [22] A No, very rarely.
- [23] Q What was the circumstances for these rare visits?
- [24] A If they were in Boston, and they came into the [25] office, you know, I'd be introduced or chit-chat with them,

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- [1] Q Do you recall their names?
- [2] A No, I'm sorry, I don't.
- [3] Q Do you recall how many people you met with?
- [4] A Two.
- [5] Q Where did you meet?
- [6] A Some place in Alabama.
- [7] Q Was it their offices?
- [8] A Yes.
- [9] Q How long did you meet with them; do you recall?
- [10] A Two hours.
- [11] Q From your perspective, or from Vantage's [12] perspective, what was the purpose of the meeting?
- [13] A Well, we were out of pocket money that was [14] collected and they had stolen – someone had stolen from the [15] organization. Does that make sense? They couldn't pay [16] their receivable.
- [17] Q They couldn't pay their bill to you —
- [18] A Yes.
- [19] Q — because the money —
- [20] A Was misappropriated.
- [21] Q — that they were caging from the solicitations [22] was misappropriated?
- [22] A Yes.
- [23] Q Do you recall how much money they owed you?
- [24] A No.

Vantage 20693

BSA

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XMAX(27)

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- [1] Q Do you recall if it was a lot of money?
 [2] A It was a lot of money in the scheme of things, I [3] think, at that time.
 [4] Q More than 50,000?
 [5] A I'd be guessing, Peter. I don't know.
 [6] Q Do you recall anything about your conversations [7] with the representatives of the Alabama Wildlife about how [8] you were going to try to resolve the problem?
 [9] A No.
 [10] Q Do you remember any issues they raised as [11] concerns?
 [12] A I mean, they were in the same – I mean, they were [13] in a terrible jackpot themselves.
 [14] Q Do you recall if you decided you'd do another [15] mailing?
 [16] A I don't recall.
 [17] Q Do you recall if you walked away, from the out of [18] pocket?
 [19] A Yes.
 [20] Q What do you recall?
 [21] A That we weren't made whole. I do recall that. I [22] don't remember the amounts, though, Peter.
 [23] Q Do you recall if you made efforts to try to recoup [24] the money somehow, or whether you just simply said —
 [25] A I can't recall.

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- [1] Q Any other times where you can recall meeting with [2] your non-profit clients on the fundraising side?
 [3] A I met with them. There could have been multi- [4] purposes, but my main thrust was selling travel deals.
 [5] Q I'm sorry. You do remember meeting with —
 [6] A I've met with other clients that have dual [7] purposes at Vantage, but my conversation would be a travel- [8] related conversation.
 [9] Q Do you recall occasions where you worked with [10] Sales people on the fundraising side to help them get [11] business, to help them make a deal with a non-profit, where [12] the non-profit itself might not have been involved in the [13] meeting, but you and the sales person were working together?
 [14] A Could you repeat that again, please?
 [15] Q Sure. Let me come at it this way. I asked you [16] about meetings with the non-profit clients on the [17] fundraising side where you're trying to get business. Now, [18] I'm asking you a follow-up. Do you recall just meeting with [19] sales people? For example, a sales person comes to you and [20] says, 'I'm trying to make this deal with X non-profit,' and [21] talking with the sales person about how to try to get the [22] deal done?
 [23] A I assume I have.
 [24] Q Why do you assume you have?
 [25] A Because I know some of the sales people would come

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- [1] to me and ask me.
 [2] Q What would the sales people ask you when they came [3] to you?
 [4] A They'd ask me, 'how do I get this deal?'
 [5] Q Do you recall that happening?
 [6] A There were a few times.
 [7] Q Who do you recall asking you that question?
 [8] A Larry, Larry Lyon.
 [9] Q Anyone else?
 [10] A Not to my knowledge.
 [11] Q What do you recall Larry asking you?
 [12] A How would he get this deal.
 [13] Q Do you recall what deal that was?
 [14] A No.
 [15] Q Do you recall specifically what he was asking you, [16] what the problem was or what the impediment was?
 [17] A No.
 [18] Q Do you recall what you told him?
 [19] A No.
 [20] Q Do you recall that happening on more than one [21] occasion?
 [22] A Yes.
 [23] Q How many times, would you say?
 [24] A I wouldn't —
 [25] Q Many times? More than 10?

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- [1] A I would say more than 10.
 [2] Q Would you help Larry Lyon or try to help him?
 [3] A Yes.
 [4] Q And that never involved a phone call to the non- [5] profit client?
 [6] A No.
 [7] Q How were you able to help Larry Lyon?
 [8] A Well, we have a big advantage that we try to take [9] care of it, and we put people on fan trips.
 [10] Q What is that?
 [11] A Give them a free trip.
 [12] Q Tell me how that works?
 [13] A That's a tool that we would have in the travel [14] business where a hotel or an airline will give us free [15] seats. And then, we put group leaders on there, and we sell [16] them.
 [17] Q And you would do this if Larry Lyon came to you [18] with a problem about a fundraising program?
 [18] A Yes.
 [19] Q I'm not getting it. What would you – Can you [20] give me an example of how that would work, how that would [21] help him?
 [20] A Well, giving someone a free travel program [21] probably has a value of anywhere from three to five thousand [22] dollars a person.

Vantage 20694

BSA

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- [1] Q And that would be incentive for them to do a [2] fundraising program?
 [3] A Yes, or both.
 [4] Q Both a travel program and a fundraising program?
 [5] A Yes.
 [6] Q What sorts of trips would you offer?
 [7] A Cruise packages, a trip to London, South Pacific.
 [8] Q How many people would it typically be for?
 [9] A Ten to twenty.
 [10] Q So I'm clear, is this what you would offer in the [11] fundraising program to get the business?
 [12] A Yes.
 [13] Q Ten to twenty. So they could give it to their [14] members; is that the point?
 [15] A No.
 [16] Q You tell me how it works?
 [17] A Group leaders only.
 [18] Q So 10 to 20 of the group leaders of the non-profit [19] could go on this free trip?
 [20] A Yes, sir.
 [21] Q What do you mean by "group leader"?
 [22] A The president of an association.
 [23] Q You mean like the administration, the people who [24] run the non-profit?
 [25] A Yes.

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- [1] Q These were typically programs that you were [2] running on the travel side and you had extra seats? Is that [3] how it would work?
 [4] A No. Go to the airline or the cruise line, and [5] they would give us X amount of free seats because of the [6] business we gave them. Then we'd take those free seats, and [7] we'd invite those organizations to take those seats.
 [8] Q And what about the rest of the costs associated [9] with the trip?
 [10] A Everything would be paid for, even by the airline, [11] or the hotel would comp the rooms, give them to us for free.
 [12] Q Would Vantage put any costs in if there was —
 [13] A Sure.
 [14] Q Like what?
 [15] A You know, some meals and tours.
 [16] Q Would the trips be all expenses paid?
 [17] A Ninety-five percent.
 [18] Q And it's either airlines, free tickets, free [19] hotels, and then, free expenses towards, that sort of thing?
 [20] A Are you talking dollars – hard dollars or soft [21] dollars, Peter?
 [22] Q What do you mean by the difference?
 [23] A It's all soft dollars. We didn't give anybody any [24] hard dollars here, if that's what you're referring to. [25] That's not where I'm going here.

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- [1] Q No, I'm not – I'm trying to figure out what it [2] was.
 [3] A Okay. Free hotel, free air. Usually the ground [4] people would pay for that because they did our business. [5] We'd have to pay incidental charges, which might be [6] admission to a museum or admission to the opera house in [7] Sydney that you don't get comped.
 [8] Q So you might give them a packet of tickets or [9] something?
 [10] A Yes, which would include some tours.
 [11] Q And meals?
 [12] A Usually, the hotels would pick up some of the [13] meals, and then, most of the dinners, they were on their [14] own, or we took them out to dinner a few nights during the [15] course of the trip.
 [16] Q Would you often go with them on the trip?
 [17] A Me personally?
 [18] Q Well, I'll ask you personally?
 [19] A No.
 [20] Q Would somebody, typically?
 [21] A Yes.
 [22] Q A sales person?
 [23] A Yes.
 [24] Q Whoever had the account or —
 [25] A Yes.

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- [1] Q — wanted the account?
 [2] A Yes.
 [3] Q Who made decisions about, you know, what groups [4] would get one of these trips? Who made the ultimate [5] decision?
 [6] A It would either be myself, the sales manager or [7] the division head.
 [8] Q So you didn't have to, you know, okay it? If a [9] division manager wanted to take a bunch of people out on a [10] trip, they could do it on their own?
 [11] A Sure.
 [12] Q Were you oftentimes involved in these trips?
 [13] A Yes, because I was involved in the travel [14] business.
 [15] Q So they'd have to come to you because you were [16] heavily involved in the travel business?
 [17] A And we would be using a lot of those seats for [18] travel-related customers.
 [19] Q Were these trips typically given to customers that [20] you hadn't done business with yet and wanted to do business [21] with, or —
 [22] A Both.
 [23] Q Can you explain why?
 [24] A Well, a client's profitable, and we want to keep [25] the client.

Vantage 20695

BSA

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- [1] Q So it was both a reward and an inducement to --
[2] A Yes.
[3] Q Off the top of your head, what are some of the [4] clients that you've taken on these trips?
[5] A Most of them.
[6] Q Any in particular that you take often?
[7] A No.
[8] Q How often would you take clients on these trips?
[9] A I'd say 100 trips a year.
[10] Q You do 100 of these trips a year?
[11] A Yes.
[12] Q For 100 different clients?
[13] A Yes.
[14] Q A hundred different clients in the fundraising [15] program?
[16] A It could be a mix and match.
[17] Q Well, let me ask you this. I'm not asking you [18] about your travel clients. Clients that are in the [19] fundraising program --
[20] A It seems to me that's a tough distinction because [21] some of them are both.
[22] Q Some of them overlap?
[23] A They do both.
[24] Q Are there some clients that are more profitable [25] because of their work -- because of their participation in

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- [1] Q Do you recall that Vantage had a contractual [2] arrangement with the Imperial Council from the fundraising [3] side?
[4] A I know we had a lot of contracts.
[5] Q You know that you had a lot of contracts with [6] them?
[7] A Yes.
[8] Q Okay, that's my question. You just don't recall [9] being personally involved?
[10] A Right.
[11] Q Do you know Ralph Semb?
[12] A Yes.
[13] Q Who was he?
[14] A He was the past Imperial Potentate.
[15] Q For?
[16] A The Shriners. I'm sorry. I'm sorry. I thought [17] you knew that.
[17] Q Well, I did. But we have to get it on the record. [19] And when I say the Imperial Council, that's the same as the [20] Shriners?
[21] A Yes, sir.
[22] Q What's the complete name; do you know what it is?
[23] A I only know him as the Imperial Potentate.
[24] Q Well, you know him, Ralph Semb is the Imperial [25] Potentate?

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- [1] the travel program than in the fundraising program?
[2] A Could you repeat that again, please?
[3] Q Are there some clients that are more profitable [4] for Vantage because of their participation in the travel [5] program, as opposed to their participation --
[6] A Yes.
[7] Q -- in the fundraising program? You have to let [8] me finish because --
[9] A I'm sorry.
[10] Q -- the transcript won't reflect things properly. [11] It makes it hard on the Court Reporter.
[12] The question was, are there some clients that are [13] more profitable because of their participation in the travel [14] program than because of their participation in the [15] fundraising program?
[16] A Yes.
[17] Q Generally, speaking is the travel program more [18] profitable than the fundraising program?
[18] A No.
[19] Q You say the fundraising program is more profitable [21] than the travel program?
[20] A Yes.
[21] Q Do you recall dealing the Imperial Council on the [24] fundraising side?
[22] A No.

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- [1] A He's the past Imperial Potentate.
[2] Q I was asking if you knew the entire name of the [3] Imperial Council of Shriners?
[4] A No, I'm sorry. I don't.
[5] Q Is that a big client?
[6] A Yes.
[7] Q Is that client -- How does that client -- In terms [8] of, you know, the amount of business, how does it compare [9] with your other clients?
[10] A What day and age are you asking?
[11] Q Well, let's put it this way. Throughout the [12] 1990s, is it correct to say that Vantage had contracts with [13] the Imperial Council for Shriners?
[12] A With travel or fundraising?
[13] Q Fundraising.
[14] A Yes, off and on.
[15] Q With travel, as well?
[16] A Yes.
[17] Q Throughout that period, how would you compare the
[18] amount of business that Vantage got from the Imperial [21] Council compared to other clients?
[19] A Good size amount of business.
[20] Q Would you say that it was one of your bigger [24] clients?
[21] A Yes.

Vantage 20696

BSA

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- [1] Q Who would you say were your biggest clients during [2] that period of the 1990s? And I'm asking on the fundraising [3] side.
- [4] A I only know the biggest client, and that wasn't [5] the biggest client.
- [6] Q Who was the biggest client?
- [7] A The National Wildlife Association.
- [8] Q And when you say the National Wildlife [9] Association, are there several different organizations that [10] fall under the National Wildlife Association?
- [11] A I don't know.
- [12] Q You don't know if it's an umbrella group?
- [13] A I'm saying I don't know.
- [14] Q Are you able to name - You mentioned the Imperial [15] Council as one of the bigger clients?
- [16] A Yes, sir.
- [17] Q Are you able to name some of the other big [18] clients?
- [19] A No, I'm sorry, I'm not. I wouldn't know off the [20] top of my head.
- [21] Q The only two that come to your mind then are the [22] Wildlife Association and the Imperial Council?
- [23] A No. The Moose was a big client that I remember.
- [24] Q Any others that come to your mind?
- [25] A No.

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- [1] Q Fleet Reserve, was that a big one?
- [2] A That's a good client, yeah.
- [3] Q Humane Society?
- [4] A That's a good client.
- [5] Q Did you have - You mentioned Ralph Semb was the [6] Imperial Potentate?
- [7] A Yes.
- [8] Q What was his relationship with Vantage?
- [9] A Just like the other Imperial Potentates.
- [10] Q What I'm trying to get to is, was he the person [11] who negotiated contracts with Vantage or entered into [12] contracts with Vantage; do you know?
- [11] A I assume so. I'm not - I don't know.
- [12] MR. LEVITT: Let me show you a document. This [13] will be Exhibit 5.
- [13] (The referred to document was [14] marked for identification as [15] Exhibits No. 5.)
- [14] BY MR. LEVITT:
- [15] Q Do you recognize that letter?
- [16] A I recognize it now, yes.
- [17] Q This is DOJ 21988, a letter dated October 4, 1993, [18] to Ralph Semb from Lawrence Lyon and Henry Lewis. Do you [19] recall that Larry Lyon was the sales person responsible for [20] the Imperial Council?

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- [1] A Yes.
- [2] Q Do you recognize your signature on this letter?
- [3] A Yes, I do.
- [4] Q Do you remember the circumstances under which this [5] letter was written?
- [6] A No.
- [7] Q The letter says that Vantage Group Services, a [8] division of Vantage Financial Services, agrees that the [9] Imperial Council will not sustain any financial loss as a [10] result of a couple of programs that are mentioned here, and [11] to the extent that it may sustain a financial loss, that [12] Vantage will indemnify and save the Imperial Council [13] harmless therefrom.
- [14] Do you recall those issues coming up with respect [15] to the Imperial Council?
- [15] A No.
- [16] Q Do you recall any conversations with Ralph Semb [18] about these issues?
- [17] A No.
- [18] Q Do you recall any conversations with Larry Lyon [21] about these issues?
- [19] A No.
- [20] Q Do you recall some request that the Imperial [24] Council be held harmless from any financial loss?
- [21] A I would assume that's what happened.

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- [1] Q I'm not asking you if you assume it. I'm asking [2] you if you recall that request being made?
- [2] A No. No.
- [3] Q Do you recall - and this period, this is October [5] 1993 - do you recall any problems with any programs that [6] Vantage ran for the Imperial Council?
- [4] A Could you repeat that? I'm sorry.
- [5] Q During this period - and this letter is October [9] 1993 - do you recall any problems being brought to your [10] attention about programs that were run for the Imperial [11] Council?
- [6] A No.
- [7] Q Do you recall any dissatisfaction on the part of [14] the Imperial Council with respect to the work being done by [15] Vantage?
- [8] A No.
- [9] Q Do you recall other instances where non-profits [18] asked specifically for a letter or an agreement that they [19] would have - they would be held harmless for any financial [20] loss?
- [10] A I stated that to you this morning. I knew of [21] another.
- [11] Q The side letter that was brought to your attention [24] by a sales person?
- [12] A Yes.

Vantage 20697

BSA

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XMAX(31)

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- [1] Q Were you aware of any other instances?
[2] A No.
[3] Q Are you aware that that is a – that that was a [4] concern for non-profit clients?
[5] A Yes.
[6] Q How are you aware of that?
[7] A Well, I told you. The competition has given the [8] people guarantees.
[9] Q When you say guarantees, what do you mean?
[10] A Money.
[11] Q Up front money?
[12] A Up front money, or against draw, or whatever.
[13] Q What do you mean, against draw?
[14] A Against draw.
[15] Q I'm sorry. I'm not —
[16] A You guarantee someone \$50,000. Here it is, a [17] check. You buy the business.
[18] Q So in that case, a guarantee of \$50,000 as an [19] incentive to do the business?
[20] A Yes.
[21] Q Were you – And that's what you mean when you [22] refer to it as guarantees?
[23] A Yes.
[24] Q Were you aware of any other practices by your [25] competitors designed to help them get business?

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- [1] profit would have no risk; is that correct?
[2] A Yes.
[3] MR. LeCLAIR: Peter, you may want to clarify and [4] make sure he said Vantage as opposed to Affinity.
[5] MR. LEVITT: I'm sorry. I don't understand your [6] point, Brian.
[7] MR. LeCLAIR: Well, you switched names, and it's [8] not clear to me he heard you.
[9] Q Let me ask the question again. You said that [10] Affinity's contracts had language such that the non-profit [11] would have no risk?
[12] A Yes.
[13] Q Were you aware of Vantage doing the same thing?
[14] A And I said yes.
[15] Q I think we've covered this, but I'm going to ask [16] you again. You also talked about the competitors giving up [17] front guarantees?
[18] A Yes.
[19] Q Were you aware of Vantage doing that, as well?
[20] A No. Am I aware of it right now? I'm back to – [21] You'd better restate that.
[22] Q Yes, I understand your point. Let me ask you [23] this. Are you now aware —
[24] A Yes.
[25] Q Let me finish. Are you now aware that Vantage

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- [1] A No. You don't need any others.
[2] Q What's that?
[3] A I don't think you need any others.
[4] Q What about were you aware of any practices of your [5] competitors, for example, like this, agreeing to holding a [6] client harmless, saying 'do this program with us, and I [7] guarantee you'll have no financial liability if the program [8] is unsuccessful'?
[9] A Say that again? I'm very sorry.
[10] Q Were you aware of practices by your competitors in [11] which they would tell clients, potential clients that if [12] they did the program with the competitor, the competitor [13] would guarantee that they'd have no risk, if a program was [14] unsuccessful?
[15] A Yes.
[16] Q Tell me about that? What did you hear about that?
[17] A All of Affinity marketing agreements stated that [18] they had no risk.
[19] Q And were you aware of Vantage doing that as well?
[20] A I said yes.
[21] Q And that was – And why was that?
[22] A Because either the sales manager or the salesman [23] came and showed me an agreement, or talked to me about an [24] agreement. I'm not sure which one it was.
[25] Q And that was an agreement that said that the non

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- [1] gave financial guarantees of money to non-profit clients in [2] the fundraising business?
[3] A Yes.
[4] Q How are you aware of that?
[5] A Because they told me. People told me.
[6] Q Who told you?
[7] A The general manager. The salesman. Whoever.
[8] Q When did they tell you this?
[9] A I don't know. I can't recall, Peter.
[10] Q Do you recall the people who told you this?
[11] A No.
[12] Q Do you recall if this was prior to the start of [13] the investigation, the start of this case in '97?
[14] A Excuse me? Say that again, please?
[15] Q Do you recall if those conversations were prior to [16] the start of this case in 1997?
[17] A No.
[18] Q You don't recall either way?
[19] A No. I'm not sure when. I don't want – I'm not [20] going to say something I'm not sure of.
[21] Q Do you recall how you responded?
[22] A No.
[23] Q You don't recall what you said to them when they [24] told you this?
[25] A No. And again, I'm going to make my statement.

Vantage 20698

BSA

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XMAX(32)

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- [1] I'm not sure if it was bulk business or non-profit business.
 [2] Q Did you ask?
 [3] A I don't recall.
 [4] Q You don't recall if you ever found out, and you [5] don't recall if you asked about it?
 [6] A No. I'll repeat what I said. I'm not sure if it [7] was bulk business or non-profit business.
 [8] Q Right, in which the guarantees of money were [9] given?
 [10] A Yes.
 [11] Q It was in the fundraising side; is that correct?
 [12] A Yes.
 [13] Q What percentage of your business in the [14] fundraising side is non-profit?
 [15] A Today or - Today?
 [16] Q Well, let's start with today.
 [17] A Fifty percent.
 [18] Q Five years ago?
 [19] A I'd be guessing to answer the question.
 [20] Q Well, estimate?
 [21] A Sixty percent.
 [22] Q You mean 40 percent of your business five years [23] ago was for profit?
 [24] A Or bulk, bulk business. All the Canadian business [25] is bulk business.

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- [1] Q Did you tell your employees that they shouldn't do [2] this?
 [3] A Yes.
 [4] Q You told them to stop?
 [5] A Stop, yeah.
 [6] Q Why?
 [7] A It wasn't a good business practice.
 [8] Q Why?
 [9] A It's not a good business practice giving people [10] guarantees.
 [11] Q Well, if that's what you need to do to get the [12] business, why isn't it good business?
 [13] A Because when someone goes into a business [14] proposition, it's not a good idea how to get into businesses [15] to give people guarantees.
 [16] Q Well, if your competitors are doing it, and that's [17] the only way to stay competitive, why isn't it good [18] business?
 [19] A Because you're setting a precedent in the [20] marketplace.
 [21] Q What do you mean by that?
 [22] A You're setting a precedent. Everyone will be [23] looking for guarantees. Then one guarantee of five dollars [24] becomes ten dollars, and then, ten dollars becomes fifteen [25] dollars.

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- [1] Q Putting aside the Canadian business, what [2] percentage would you say was non-profit five years ago?
 [3] A I'd be guessing to answer that.
 [4] Q You're not able to estimate?
 [5] A No.
 [6] Q What percentage of your business is Canadian on [7] the fundraising side?
 [8] A Today?
 [9] Q No. Five years ago.
 [10] A A good percentage.
 [11] Q More than 50 percent?
 [12] A I'd be guessing to answer the question.
 [13] Q You're not able to estimate more or less than 50 [14] percent?
 [15] A I think less, but it was up there.
 [16] Q When you were told that Vantage was giving [17] financial guarantees, did you endeavor to find out whether [18] that was on the non-profit side or the for-profit side?
 [19] A No.
 [20] Q Did you ask why?
 [21] A Ask why about what?
 [22] Q Did you ask why they were giving these guarantees?
 [23] A No, but I made an assumption.
 [24] Q What was your assumption?
 [25] A That's what the competition was offering.

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- [1] Q How are you going to compete with your competitors [2] who are giving guarantees if you don't?
 [3] A I just didn't think it was a good business [4] practice. I had been in that business before.
 [5] Q I understand that. But my question was, how are [6] you going to compete with your competitors who are, as you [7] say, offering guarantees, if you tell your sales people they [8] can't offer guarantees?
 [9] A Put them on free trips was my answer.
 [10] Q Who was - Who had to approve the giving of a [11] guarantee at Vantage?
 [12] A The department head.
 [13] Q The head of, in this case, the fundraising [14] division?
 [15] A Yes.
 [16] Q That's who was supposed to approve it?
 [17] A Yes.
 [18] Q What about Harry Melikian?
 [19] A Meaning?
 [20] Q Did he have to approve it, if it's a change to the [21] contract?
 [22] A I don't know if he would have to or not.
 [23] Q Well, is there any sort of procedure in place?
 [24] A Not really.
 [25] Q Sales division head could do whatever they wanted?

Vantage 20699

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[1] A I don't think there would have been that many. [2] You know, we're not talking about a procedure that everyone [3] used. Again, I don't have the figures and the facts, but [4] it's going to be very few and far between before there would [5] be any guarantees.

[6] Q Well, how do you know that?

[7] A That's what I know.

[8] Q So if you were not one of the approving officials, [9] how would you know?

[10] A Because the practice was shunned on. That's why.

[11] Q Who shunned on it?

[12] A Everybody.

[13] Q Who?

[14] A Sales manager, the division head, myself.

[15] MR. LEVITT: Let me show you a document, Exhibit [16] 6. It's DOJ 21955. It's a letter from Larry Lyon to Ralph [17] Semb, dated October 11, 1995.

[18] (The referred to document was [19] marked for identification as [20] Exhibits No. 6.)

[21] THE WITNESS: Do you want me to take this one, [22] Peter?

[23] MR. LEVITT: Yes, please.

[24] THE WITNESS: This one goes over here?

[25] MR. LEVITT: You can put that one right on top

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[1] as much as \$100,000?

[2] A No.

[3] Q Were you aware of a \$25,000 guarantee to General [4] Federation of Women's Club?

[5] A I don't recall.

[6] Q Were you aware of a \$15,000 guarantee to the Order [7] of Sons of Italy in America?

[8] A No.

[9] Q Were you aware of a \$20,000 guarantee to Wildlife [10] Forever?

[11] A No.

[12] MR. LEVITT: We'll go off the record for a minute.

[13] (Off the Record.)

[14] MR. LEVITT: I'm going to show you a document, and [15] mark it as Exhibit 7.

[16] (The referred to document was [17] marked for identification as [18] Exhibits No. 7.)

[19] BY MR. LEVITT:

[20] Q I ask you to take a look at that document and see [21] if you recognize it?

[22] A No.

[23] Q Were you aware that at some point in the last [24] couple of years, Vantage made changes to its standard [25] program agreement?

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[1] there.

[2] Q Take a look at that document?

[3] A Okay.

[4] Q Have you seen this document before?

[5] A No.

[6] Q It states that, "Vantage will guarantee \$100,000 [7] up front on the execution of our agreement to the Imperial [8] Council Membership Committee." Were you aware of that [9] guarantee?

[10] A No.

[11] Q It also states, "We're certain that it will be [12] profitable for us and the Imperial, and we assume this by [13] offering to give 100,000 up front upon acceptance of this [14] agreement." Were you aware of any discussions concerning [15] this issue?

[16] A No.

[17] Q Do you know whether this \$100,000 guarantee was [18] paid?

[18] A No.

[19] Q Is this the first you've ever heard of this [21] \$100,000 guarantee?

[20] A Yes.

[21] Q Who was the division manager in October 1995?

[22] A I wouldn't know exactly. I wouldn't know.

[23] Q Were you aware of any other guarantees that were

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[1] A Am I supposed to look at something here?

[2] Q You can look at it or not. I'll repeat my [3] question?

[4] MR. BELL: Peter, just for the benefit of us, read [5] what —

[6] MR. LEVITT: Sure. The Bates on it is VAN 00972, [7] and it is titled "Agreement to Provide Fundraising [8] Consulting and Management Services." It's an agreement [9] between Vantage and the National Council of Senior Citizens.

[10] Q Are you aware that the National Council of Senior [11] Citizens is a client of Vantage?

[12] A No.

[13] Q Are you aware that they've ever been a client of [14] Vantage?

[14] A Yes.

[15] Q What's your understanding as to the status of [17] National Council of Senior Citizens?

[16] A We used to do some travel insert cards for them.

[17] Q Do you know if they were ever – if you ever did [20] any fundraising business for them?

[18] A No.

[19] Q You don't know either way?

[20] A No, I don't.

[21] Q Were you aware that, at some point in the last [25] couple of years, Vantage changed its standard program

Vantage 20700

BSA

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- [1] agreement on the fundraising side?
 [2] A Since 1996-1997?
 [3] Q Yes.
 [4] A Yes.
 [5] Q What's your understanding of that?
 [6] A It's what I said this morning. I assume we [7] changed how we put agreements together.
 [8] Q Based on this lawsuit?
 [9] A Yes, sir.
 [10] Q Are you aware that this contract, Exhibit 7, is a [11] new form of program agreement at Vantage?
 [12] A No, I'm not saying it is or it isn't. That's [13] what I'm trying to say to you.
 [14] Q I understand. Do you – Who at Vantage on the [15] fundraising side in 1999 would be responsible for making [16] changes to a program agreement?
 [17] A The general manager and, I assume George Miller, [18] who is an attorney.
 [18] Q Who was the general manager at that time?
 [19] A I assume, Peter Demakis.
 [20] Q Is he still employed with Vantage?
 [21] A Yes.
 [22] Q Is he still the manager of Vantage Financial [24] Services?
 [23] A No, sir.

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- [1] Q Six or seven years ago?
 [2] A 1996, 1995.
 [3] Q As a result of this lawsuit, you asked someone to [4] make changes?
 [4] A Yes.
 [5] Q Who did you ask to make the changes?
 [6] A I told you this morning, legal counsel.
 [7] Q Who else?
 [8] A Whoever the general manager was, and Harry [10] Melikian.
 [9] Q This morning you said that you —
 [10] A Am I reading this still?
 [11] Q No. You can put it here. This morning you said [14] that you got a two million dollar bonus this year?
 [12] A Yes.
 [13] Q And I asked you about profits from Vantage. And I [17] thought that you had said that it was – that Vantage's [18] profits this year were two million dollars. Was I mistaken [19] about that?
 [14] A You said the fundraising.
 [15] Q Just the fundraising was two million dollars?
 [16] A Yes, sir.
 [17] Q What about Vantage Travel?
 [18] A It was about three and a half million.
 [19] Q I think you testified earlier that the

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- [1] Q What is his position?
 [2] A He's on his way out. He's on his leave.
 [3] Q He's on leave?
 [4] A He's leaving the company. He's in transition [5] right now.
 [5] Q What was his position up until he went on – into [7] transition?
 [6] A He was in the charge of the area.
 [7] Q Excuse me?
 [8] A He's in charge of the area.
 [9] Q Which area?
 [10] A Fundraising area. Am I saying that properly?
 [11] Q Were you present for any discussions about – in [14] the last couple of years about making changes to the [15] contracts for fundraising programs, aside from conversation [16] involving counsel?
 [12] A No.
 [13] Q We get nervous when questions like that are asked.
 [14] Let me ask you again. Aside from conversations with [20] counsel, were you present for any conversations in the last [21] couple of years concerning the subject of making changes to [22] Vantage's contracts for its fundraising programs?
 [15] A No.
 [16] Q Did you ask anyone to make changes to it?
 [17] A Six or seven years ago, yeah.

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- [1] financial – the fundraising was more profitable than the [2] travel. Has that changed this year?
 [2] Q Maybe I misunderstood. Is the travel program more [5] profitable than the fundraising program?
 [3] A No, I didn't say that.
 [4] Q Your recollection is that I asked you, if you had [11] a group leader on a —
 [5] A Well, that's what we were talking about, free [13] trips to organizations, which one would be more profitable. [14] And then, you asked me, and I said to you most of the time, [15] it would be a fundraising group leader.
 [6] Q And why is that?
 [7] A Because usually, the size of the organization.
 [8] Q Why?
 [9] A Production of mailing.
 [10] Q I'm not following this. You're saying that the [21] group leader – the fundraising program would be more [22] profitable or not?
 [11] A Yes, I said. I didn't say all the time either. I [24] said most of the time.
 [12] Q Is the answer that an individual fundraising

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- [1] program would be more profitable than an individual travel
[2] program?
[3] A No.
[4] Q Is there any way you can explain this to me? I'm [5] have difficulty understanding the distinction you're making.
[6] A Sometimes size doesn't have anything to do with [7] response rates in the travel business. It could be a very [8] small group that has great response rates. Does that make [9] sense what I just aid?
[10] Q Um-hmm.
[11] A And based on the size of the organization and the [12] cost of the program, profits could be - You could mail out [13] an individual Shrine or a travel program, you could have 100 [14] people show up for the trip, but the organization is only [15] 5,000 members. You couldn't make a lot of money in the [16] fundraising business doing that. Does that answer your [17] question?
[18] Q Um-hmm. But generally speaking, the travel [19] program is more profitable than the fundraising program?
[20] A No.
[21] Q The other way around?
[22] A Yes, sir.
[23] Q Right, okay.
[24] A But it's not a rule of thumb. I want to be clear [25] here. I'm not trying to throw you a curve ball, but it's

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- [1] Q And travel?
[2] A Three and a half.
[3] Q Is that pretty typical?
[4] A Yes. If anything, it's less.
[5] Q Typical for both, two million for fundraising —
[6] A Again, what time period? Tell me your time period [7] and I'll try to give you a guesstimate.
[8] Q Okay. Let's go to 1995, fundraising?
[9] A I'll be honest with you. I don't even know if we [10] were making profits.
[11] Q '98?
[12] A Three to one.
[13] Q Three to one, travel to —
[14] A Yes.
[15] Q An estimate of the numbers?
[16] A I can't tell you off the top of my head.
[17] Q Similar to what —
[18] A No, no, no, not that. No, no. No, not even [19] close.
[20] Q Last year was a good year?
[21] A Yes.
[22] Q And the year before that?
[23] A No, very little profits in the fundraising [24] business. It was all tied up in another transaction.
[25] Q What transaction?

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- [1] not a yes or a no answer. It all depends on the type of [2] organization.
[3] Q I'm talking about generally, not a particular [4] organization. This year, at least, the fundraising program [5] is more - the fundraising division was more profitable than [6] the travel division?
[7] A No.
[8] Q No?
[9] A No, I didn't say that. You said on an [10] organization level.
[11] Q Yeah.
[12] A My travel business, I'm not all predominantly in [13] the organization business anymore. I have a direct mail [14] file internally that there's no organization involved with. [15] So 75 percent of my business comes from my non-organization [16] business. Am I saying that properly now?
[17] Q Let me ask you this. In 1995, that general time [18] period, which division was more profitable?
[19] A The travel division.
[20] Q Is that usually the case?
[21] A Yes.
[22] Q Is it usually substantially more profitable?
[23] A Yes.
[24] Q You mentioned two million profits in fundraising?
[25] A That was last year, I said.

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- [1] A We have a customer that didn't pay us.
[2] Q Who was that?
[3] A The Canadian Wildlife Association.
[4] Q How much didn't they pay you?
[5] A A million dollars.
[6] Q That was a bulk program?
[7] A Excuse me?
[8] Q That was a bulk program?
[9] A Yes, sir.
[10] MR. LEVITT: I'd like to take a five-minute break. [11] I don't have much left at all.
[12] (Off the Record from 3:02 p.m. to 3:07 p.m.)
[13] MR. LEVITT: I don't have anything further.
[14] MS. MINTZ: I just have a quick one.
[15] CROSS-EXAMINATION
[16] BY MS. MINTZ:
[17] Q Mr. Lewis —
[18] A May I just ask who you are?
[19] Q Sure. Michelle Mintz. I represent Moose.
[20] A Oh, okay.
[21] Q Did you ever have any conversations with anyone at
[22] Moose regarding programs that Vantage was doing for
them?
[23] A No.
[24] Q Did you ever have any conversations with anyone at
[25] Vantage regarding any programs that you were doing for

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BSA

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- [1] Moose?
 [2] A No.
 [3] MS. MINTZ: That's all I have.
 [4] MR. VALLE: I just have a question. Joseph Valle [5] on behalf of Wildlife Forever, a third-party defendant. [6] Nice to meet you, Mr. Lewis.
 [7] THE WITNESS: Hi. Call me Hank.
 [8] CROSS-EXAMINATION
 [9] BY MR. VALLE:
 [10] Q Do you know anybody at Wildlife Forever by name?
 [11] A No.
 [12] Q Have you ever had any dealings with anybody at [13] Wildlife Forever?
 [14] A No.
 [15] Q Are you aware of any contractual arrangements that [16] your company did with Wildlife Forever?
 [17] A No.
 [18] MR. VALLE: I have no further questions.
 [19] MR. BELL: I have a few follow-ups in the same [20] line of questioning.
 [21] THE WITNESS: May I ask who you are?
 [22] MR. BELL: I'm with three non-profits. We'll do [23] the first one, General Federation of Women's Club.
 [24] CROSS-EXAMINATION
 [25] BY MR. BELL:

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- [1] A No.
 [2] Q Did you have any conversations with anyone at [3] Vantage regarding any fundraising program with Catholic [4] Daughters of America?
 [5] A No.
 [6] Q And with respect to American Legion Department of [7] Tennessee, have you ever had any conversations with anyone [8] from American Legion Department of Tennessee regarding [9] program agreements?
 [10] A No.
 [11] Q Did you have any conversations with anyone at [12] Vantage regarding any program agreements with American [13] Legion Department of Tennessee?
 [14] A No.
 [15] MR. BELL: That's all I have.
 [16] MS. MINTZ: Can I ask one more? I'm sorry.
 [17] FURTHER CROSS-EXAMINATION
 [18] BY MS. MINTZ:
 [19] Q Did you testify before that you knew that Moose [20] was one of Vantage's biggest clients?
 [21] A Yes.
 [22] Q How did you know that if you didn't have any [23] conversations with anyone?
 [24] A Because of the group.
 [25] MS. MINTZ: That's all.

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- [1] Q Have you ever had any conversations with anybody [2] at General Federation of Women's Club regarding any [3] programs?
 [4] A No.
 [5] Q Did you have any conversations with anyone at [6] Vantage regarding programs with General Federation?
 [7] A Yes.
 [8] Q Can you tell me about them?
 [9] A I think we sponsored a China program in General [10] Federation of Women's Club. In the mid-'90s, we sold them [11] some travel.
 [12] Q Was that on the fundraising side or the travel [13] side?
 [14] A No, travel side.
 [15] Q With respect to the fundraising side —
 [16] A No.
 [17] Q Just let me finish the question. I know you might [18] know where I'm going, but with respect to the fundraising [19] side, did you have any conversations with anyone at Vantage [20] regarding the fundraising program in general for Federation [21] of Women's Club?
 [22] A No.
 [23] Q And with respect to Catholic Daughters of America, [24] did you have any conversations with anyone at Catholic [25] Daughters of America with respect to fundraising programs?

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- [1] MR. LEVITT: Good. Thank you.
 [2] THE WITNESS: Thank you.
 [3] (Whereupon, at 3:15 p.m., the deposition was [4] completed.)

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[1] CERTIFICATE [2] COMMONWEALTH OF MASSACHUSETTS)
) SS. [3] COUNTY OF SUFFOLK)

[4] I, Marilyn Franklin, a Court Reporter and Notary [5] Public, within and for the Commonwealth of Massachusetts, do [6] hereby certify that there came before me on this 16th the [7] day of October, 2001, the person hereinbefore named, who was [8] by me duly sworn to tell the truth, the whole truth, and [9] nothing but the truth, concerning and touching the matter in [10] controversy in this cause; that he was thereupon examined [11] upon his oath, and his examination reduced to typewriting, [12] under my direction, and that this deposition transcript is a [13] true and accurate record of the testimony given by the [14] witness.

[15] I further certify that I am not related to any of [16] the parties hereto or their counsel, and that I am in no way [17] interested in the outcome of said cause.

[18] Dated at Boston, Massachusetts, this 16th day of [19] October, 2001.

[21]

Marilyn Franklin

[22] NOTARY PUBLIC

My Commission Expires:

[23] October 3, 2004

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[1] SIGNATURE OF WITNESS:

[2] I have read the foregoing transcript and the same [3] contains a true and accurate recording of my answers to the [4] questions therein set forth, subject to the change and/or [5] correction sheet(s) attached.

[8]

[9] Deponent

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[1] CORRECTION SHEET

[2] DEPOSITION OF HENRY LEWIS [3] PAGE NO. LINE NO.
SUGGESTED CORRECTION

Vantage 20704

Basic Systems Applications

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Concordance by Look-See(38)

Look-See Concordance Report

UNIQUE WORDS: 1,442
 TOTAL OCCURRENCES: 6,576
 NOISE WORDS: 385
 TOTAL WORDS IN FILE: 23,444

SINGLE FILE CONCORDANCE

CASE SENSITIVE

NOISE WORD LIST(S): NOISE.NOI

INCLUDES ALL TEXT OCCURRENCES

IGNORES PURE NUMBERS

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